

Coastal Virginia Counseling 101 N. Lynnhaven Rd. Suite 308 Virginia Beach, VA 23452

Office: 757-222-4944 Fax: 757-544-9880 Crisis: 757-606-0015

## Policies and Procedures and Consent to Treatment

**Introduction:** This agreement is intended to provide the client (herein "client") with important information regarding the policies and procedures at Coastal Virginia Counseling and to clarify the terms of the professional, therapeutic relationship between Therapist and Client. Any questions regarding the contents of this Agreement should be discussed prior to signing it.

Therapist/Counselor Qualifications: Erica Sartwell, Dr. Rosemary Thompson, and Juan Milla are licensed in the Commonwealth of Virginia as Licensed Professional Counselors. Lydia Ziegler and David Bunting are Licensed Clinical Social Workers. Residents have completed a graduate program in the field of counseling and are currently pursuing licensure in the state of Virginia. Brittany O'Brien, Mary Portner, Jorden DeRidder, Jenny Pfeiffer, Kim Fisher, Heather Longoria, and Michelle Hobson are Residents in Counseling with graduate degrees in the field of counseling and currently working towards licensure in the state of Virginia. Practicum and Internship students are currently enrolled in Master of Arts programs at a University. All unlicensed counselors are supervised by either Mrs. Erica Sartwell, Dr. Rosemary Thompson, or Mr. Juan Milla. If you feel there is a basis for a formal complaint or grievance about anything related to the professional services that we are providing, we invite you to first communicate your concerns with your counselor so that he/she will be informed and have an opportunity to respond and attempt to resolve any misunderstanding. You have the right to file a complaint about any counselor in our office to our licensing board and may do so by contacting the Virginia Board of Counseling, Perimeter Center, 9960 Mayland Drive, Suite 300, Henrico, Virginia 23233-1463. The complaints phone number is 1-800-533-1560. The website to the Virginia Board of counseling is www.dhp.virginia.gov/counseling.

Process of Therapy and Therapeutic Techniques: We join with clients to communicate, solve problems, and learn to maintain positive interactions by discovering the unproductive interactions and practicing techniques that lead to more fulfillment within. We support clients to transcend, heal, and get beyond old and possibly ineffective patterns of interaction that interfere with fulfilling relationships. We use a variety of techniques to help clients connect with self and then with others, including dialogue, imagery, mindfulness, DBT, play therapy, and other therapeutic techniques. We invite clients to go beyond just the story and join issues that arise in the moment, keeping the focus on self and taking responsibility for what they can change. Clients can at any time accept or refuse to participate in therapy. Therapy may be in the form of face-to-face, online chat, telephonic, or video.

**Risks and Benefits of Therapy:** Psychotherapy is a process in which we discuss a myriad of issues, events, experiences, and memories for the purpose of creating positive change so clients can experience

life more fully. It provides an opportunity to better and more deeply understand oneself as well as any problems or difficulties clients may be experiencing. Psychotherapy is a joint effort between Client and Therapist. Progress and success may vary depending upon the particular problems or issues being addressed as well as many other factors. Participating in therapy may result in a number of benefits, including, but not limited to, reduced stress and anxiety, a decrease in negative thoughts and selfsabotaging behaviors, improved interpersonal relationships, increased comfort in social, work, and family settings, increased appetite for intimacy, and increased self-confidence. Such benefits require substantial effort on the part of the client, including an active participation in the therapeutic process, honesty, and a willingness to change feelings, thoughts, and behaviors. There is no guarantee that therapy will yield any or all of the benefits listed above. Participating in therapy may also involve some discomfort caused by actions like remembering and discussing unpleasant events, feelings, and experiences. The process may evoke strong feelings of sadness, anger, fear, etc. There may be times in which client perceptions and assumptions are challenged, and different perspectives offered. The issues presented by clients may result in unintended outcomes, including changes in personal relationships. Clients should be aware that any decision on the status of his/her personal relationships is their responsibility. During the therapeutic process, many clients find that they feel worse before they feel better. This is generally a normal course of events. Personal growth and change may be easy and swift at times, but may also be slow and frustrating. Clients should address any concerns he/she has regarding his/her progress in therapy with Therapist. Modalities of therapy other than face-to-face may have the risk of encryption breech. We will do our best to protect your privacy; however we cannot guarantee privacy or security for these electronic/telephonic modalities.

**Professional Consultation:** Professional consultation is an important component of a healthy psychotherapy practice. As such, we regularly participate in clinical, ethical, and legal consultation with appropriate professionals. During such consultations, personal identifying information will not be revealed.

Records and Record Keeping: Coastal Virginia Counseling will not voluntarily participate in any litigation, or custody dispute in which client and another individual, or entity, are parties. Coastal Virginia Counseling has a policy of not communicating with the client's attorney and will generally not write or sign letters, reports, declarations, or affidavits to be used in a legal matter unless agreed upon at beginning of the therapeutic relationship. We will generally not provide records or testimony unless compelled to do so. Should we be subpoenaed, or ordered by a court of law, to appear as a witness in an action involving a client, client agrees to reimburse us for any time spent for preparation, travel, or other time in which we have made our time available for such an appearance at our usual and customary hourly rate of \$120.00. All client records are stored solely in electronic form on a secure HIPPA compliant off site server, with the exception of the signed Privacy Policy, Practices and Procedures form. Please advise the therapist if you would like your records sent to your primary care physician. In any such case were records are requested, clinician will provide documents within 10 business days from the time of request. When a client requests access to their records, counselors will provide assistance and consultation in interpreting counseling records. The fee for these records is \$15.00.

**Psychotherapist**-Patient Privilege: The information disclosed by a client, as well as any records created, is subject to the psychotherapist-patient privilege. The psychotherapist-patient privilege results from the special relationship between Therapist and client in the eyes of the law. It is akin to the attorney-client privilege or the doctor-patient privilege. If a subpoena for records is received, deposition testimony, or testimony in a court of law, we will assert the psychotherapist-patient privilege on client's behalf until instructed, in writing, to do otherwise by client or client's representative. Client should be aware that he/she might be waiving the psychotherapist-patient privilege if he/she makes his/her mental or emotional state an issue in a legal proceeding. Client should address any concerns he/she might have regarding the psychotherapist-patient privilege with his/her attorney.

Confidentiality and Informed Consent: All communications between you and your therapist will be held in strict confidence unless you provide written permission or electronically sign Coastal Virginia Counseling's "Confidential Release of Information Form" to release information about your treatment. If you participate in marital or family therapy, your therapist will not disclose confidential information about your treatment unless all person(s) who participated in the treatment with you provide their written authorization to release. (In addition, your therapist will not disclose information communicated privately to him or her by one family member, to any other family member without written permission). There are exceptions to confidentiality. For example, therapists are required to report instances of suspected child or elder abuse. Therapists may be required or permitted to break confidentiality when they have determined that a patient presents a serious dancer of physical violence to another person or when in certain circumstances, to provide FBI agents with books, records, papers, documents, and other items, and prohibits the therapist from disclosing to the patient that the FBI sought or obtained the items under the Act.

**Minors and Confidentiality**: Communications between therapists and patients who are minors (under the age of 18) are confidential. However, parents and other guardians who provide authorization for their child's treatment are often involved in their treatment. Consequently, your therapist, in the exercise of his or her professional judgment, may discuss treatment progress of a minor patient with the parent or caretaker. Patients who are minors and their parents are urged to discuss any questions or concerns that they have on this topic with their therapist.

**Emergency Contact:** If you are experiencing a psychological emergency please call 911. You may call our afterhours office number at 757-606-0015 and explain that you are having a crisis. Also:

- 1. Call the emergency line at Maryview Hospital at 757-389-2400 or
- 2. Call the emergency line at Virginia Beach Psychiatric Hospital at 757-627-life or
- 3. Go to the nearest emergency room

**Fee and Fee Arrangements:** The usual and customary fee for service is \$120.00 per 45-minute session, \$120.00 for a family session, and \$160.00 for a 60-minute session. Your Therapist reserves the right to periodically adjust this fee. Client will be notified of any fee adjustment in advance. In addition, this fee may be adjusted by contract with insurance companies, managed care organizations, or other third-party payers, or agreement with Therapist. Client will be notified of any fee adjustment in advance.

From time-to-time, we may engage in telephone contact with client for purposes other than scheduling sessions. Client is responsible for payment of the agreed upon fee (on a pro rata basis) for any telephone calls longer than ten minutes. In addition, from time-to-time, we may engage in telephone contact with third parties at client's request, and with client's advance written authorization. Clients are expected to pay for services at the time services are rendered. Cash, checks, credit cards, and contracted insurance companies are accepted.

**Insurance:** If you are using your insurance for payment of services, by signing this form, you are agreeing to Coastal Virginia Counseling sending claims on your behalf to your insurance company.

**Credit Cards:** If you are using your credit card for fees and/or copays, you are agreeing to Coastal Virginia Counseling charging your credit card to the agreed upon fees.

**Cancellation Policy:** Client is responsible for payment of the agreed upon fee for any missed session(s). Client is also responsible for payment of the agreed upon fee for any sessions(s) for which the client failed to give at least 24 hours' notice of cancellation. Cancellation notice should be left on Therapist's voicemail at 757-606-0015.

**Therapist Availability:** Coastal Virginia Counseling is equipped with a confidential voicemail system that allows a client to leave a message at any time. We will make every effort to return calls within 24 hours (or by the next business day), but cannot guarantee the calls will be returned immediately. In the event that client is feeling unsafe or requires immediate medical or psychiatric assistance, he/she should call 911, or go to the nearest emergency.

**Termination of Therapy:** Coastal Virginia Counseling Therapists reserve the right to terminate therapy at their discretion. Reasons for termination include, but are not limited to, untimely payment of fees, failure to comply with treatment recommendations, conflicts of interest, or failure to participate in therapy, when client's needs are outside of therapist's scope of competence or practice, or client is not making adequate progress in therapy. Client has the right to terminate therapy at his/her discretion. Upon either party's decision to terminate therapy, participation may be offered in one, or possibly more, termination sessions. These sessions are intended to facilitate a positive termination experience, and to give both parties an opportunity to reflect on the work that has been done. We will also attempt to ensure a smooth transition to another therapist by offering referrals to client.

The Use of Technology in Counseling: In today's day and age, we realize that technology can be a valuable resource in the counseling relationship. We are willing to accept texts and/or emails to make appointments, make changes, or send updates in between sessions. Please keep in mind the following with regards to texts and/or emails:

Texts and/or emails are not appropriate if you are having suicidal thoughts. Please call 911 if you are suicidal or in a crisis situation. We will make every effort to protect email and texting, however, we can provide no assurance of their privacy or security.