

Emily Ballester Taraskiewicz, LPC
Psychotherapy and Neurotherapy

INFORMED CONSENT FOR TREATMENT

Mental health services are likely to be more successful if we have a mutual understanding of the nature of the service being provided. The purpose of this informed consent document is to provide you, the client, with important information to help you more clearly understand important elements of the therapeutic relationship and the services I, Emily Ballester Taraskiewicz, LPC, provide. For the purpose of clarity, if your *minor* child is the client for whom services are being sought, the information below applies to him or her as it relates to client-provider issues. *Your signature on this document serves as your attestation that you have legal custody of your minor child.*

Credentials – I received my Master’s in Community and School Counseling from Regent University in 2002.

Licensing Regulations – I am licensed by the Department of Health Professions, license #0701004822. For more information regarding this licensing board, one may contact the department as indicated below:

Virginia Board of Counseling
6603 West Broad Street,
Perimeter Center
9960 Mayland Drive, Suite 300
Henrico, VA 23233-1463 Phone:
1-800-533-1560

<http://www.dhp.virginia.gov/counseling>

Ethical Guidelines – The practices of this office adhere to the professional standards of the American Psychological Association (APA). Standards are published in the APA Code of Ethics. Clients may obtain a copy of ethical guidelines through the following: American Psychological Association (APA), Order Department

750 First Street, NE
Washington, DC 20002-4242
1-800-374-2721 <http://www.apa.org/>

ABOUT THE PSYCHOTHERAPY PROCESS

Psychotherapy Approach/Theory – Different therapists use different approaches to psychotherapy. Theories offer a framework to understand human behavior and guide the direction of therapy. My primary theoretical orientation is based on principles of Cognitive-Behavioral, Psychodynamic, and Humanistic therapies. Principles of these therapeutic orientations are applied as suited for the individual client. I am also trained in the application of Neurofeedback Therapy and EMDR.

If at any point in counseling, you have questions about my procedures or the progress of treatment, please do not hesitate to discuss this with me.

Voluntary Participation – Participation in psychotherapy is voluntary. You, the client, decide to take part in psychotherapy and also may choose to terminate therapy at any time. I also reserve the right to

terminate the therapy process if it is determined that the process is moving in a counterproductive direction, including work is at a stalemate. If termination originates with me, I will provide you with alternative options for treatment including information to contact other providers. If psychotherapy is ordered by a court of relevant jurisdiction and if the court requires one-time or regular reports from your treatment provider, you will be required to sign a release of information form permitting me to disclose information about your psychotherapy to the appropriate court official. If you choose to terminate the psychotherapy process and I am required to report such termination to the appropriate court official, the signed release of information will permit me to make such a report.

Benefits and Risks Associated with Psychotherapy – While there are no guarantees, this process will likely assist you in increasing self-awareness, gaining insight into early experiences, becoming more aware of your current experiences, becoming more in touch with all parts of the self, becoming more aware of thought and belief patterns that affect current experiences, eliminating self-defeating thinking and behavior, developing more effective ways of thinking and behaving, and developing more positive feelings. While it is possible to improve your personal situation with other resources, research has shown that individuals who participate in professional psychotherapy sessions tend to improve more dramatically and experience long-term results. Participation in psychotherapy sessions may include the following risks: increased relational challenges, increased experience of uncomfortable feelings, discomfort with self-awareness, and periods of increased chaos before problem resolution. Risks related to the use of techniques based upon the above-noted theories are thought to be minimal but may include some initial increase in anxiety as you gain insight into the past, have increased awareness of how you are functioning in the present, and as you examine thought patterns and makes changes. All of these phenomena may contribute to the feeling of general life disorganization as well as interpersonal difficulties while new thoughts, feelings, and behaviors are dealt with.

No Guarantees – Desired results cannot be guaranteed. I will apply my knowledge, specialized training, and professional experience to create a therapeutic environment; however, you must have a desire for change, a willingness to be open, and a desire to engage in the psychotherapy process. The responsibility for change ultimately belongs to you, so I can provide no guarantees.

Length of Psychotherapy and Termination – The duration of therapy may be affected by your desire, my opinion as the counselor, the coverage of third-party payment (e.g., health insurance), and your ability to pay for the service. You and I will discuss relevant factors and agree upon length of treatment. Progress will be collaboratively evaluated on a regular basis, and when a termination date is mutually agreed upon, final sessions will include review of gains, making a plan for successful post-therapy transition, reviewing future options for therapy, and making any necessary referrals. I will make every effort not to abandon you. In the event you choose to abruptly end your psychotherapy participation, effort will be made to contact you by means of the contact information you have approved so that termination procedures may be completed by phone or letter. Should you make yourself unavailable for termination, please be advised that you may not receive the appropriate referral resources, termination benefits, or information regarding my continued availability.

If you are participating in therapies such as Neurofeedback and EMDR which ask you to be seen on a weekly basis to be most effective, it is recommended that you schedule appointments for the whole length of time my schedule is open (often 3-6 months open at a time) to ensure continuity of care. If you choose not to make advanced weekly appointments or choose to wait to the last moment to schedule, it will not be my responsibility to provide you with the necessary weekly appointments. If treatment is determined complete or you choose to cancel your appointments, you may do so at least 24 hours in advance of your next scheduled appointment to avoid any cancellation fees.

RIGHTS AND RESPONSIBILITIES OF THE CLIENT

Client Involvement – You are ultimately responsible for progress through active engagement in the psychotherapy process, including a desire for change and willingness to be open and honest, and maintaining appointments. You also may be asked to participate outside of the scheduled sessions by completing homework which contributes to therapeutic goals.

Interruptions in Therapy by the Client – If you need to cancel a session, please cancel the day before your scheduled session. Without such notice, you will be charged a \$100 no show fee. If notice of cancellation is given early enough the morning of appointment, the cancellation fee will be \$50.

If two no shows occur in a row with no contact from you, I will try to secure contact with you by phone. If I am unable to confirm your intention to return to therapy, I will remove you from my schedule until I hear from you again. This is to prevent accumulation of more fees, not bar you from returning to therapy. Insurance companies do not provide reimbursement for cancellation fees you may accrue. If your particular insurance does not allow the practice of charging cancellation fees, if you fail to cancel a scheduled appointment the day before the appointment 3 times, including non-consecutively, you will not be able to reschedule at all. I understand that there are extenuating circumstances such as illness that may not allow you to cancel the day before an appointment. In this case, a call is still expected in a timely manner.

Clients who are Minors – A minor child (i.e., less than 18 years of age) has a right to treatment; however, parental consent is required for treatment of all minors except for those being treated by state mandate. Because minors may not otherwise seek help, informed consent from parents or guardians may not be legally required when a minor is seeking therapy in response to use of dangerous drugs or narcotics, awareness of sexually transmitted diseases, for pregnancy and birth control, or for an examination following alleged sexual assault of a minor over 12 years of age. Some information about a minor client may not be released to a custodial parent. If risk-taking behavior becomes serious, then I will use my professional judgment to decide whether there is danger enough to inform a custodial parent, and a parent will be informed in cases of suicidal or homicidal intention. Also, by law in Virginia, a parent/guardian has the right to see written records, though it is extremely rare that they are requested. Please be advised that therapy with minors is often more effective when confidentiality is respected by parents. When a minor client is in counseling, an adult must always be available in case of emergency.

Issues Specific to Family Therapy – Information discussed in family therapy is for therapeutic purposes and is not intended for use in any legal proceedings involving the family members. Clients agree not to subpoena me to testify for or against any other party or to provide therapy records in a court action. It is understood by all the family members that if they request my services as a therapist they are expected not to use information given to me during the family therapy process against any other party in a judicial setting of any kind, be it civil, criminal or circuit court.

All family members acknowledge the goal of family therapy is for the sole purpose of the amelioration of psychological distress in the family relationships and to improve cooperative functioning, and that the process of psychotherapy depends on trust and openness during the therapy session. Thus while working with families I will not be able to ensure individual non-disclosure, such as keeping secrets from other family members. Anything told to me individually, whether over the phone or in a meeting, may not be

held as confidential. It is likely that I will encourage the individual to share the information with other family members and will help the individual find the best way to tell them.

Confidentiality and Privilege – All information from you will be held in confidence. There are a few *exceptions* to confidentiality which are discussed below:

1. Serious or foreseeable danger to self or others:

*Confidentiality is waived when a client is believed to be a **danger to self or others**:*

- If you threaten or attempt to commit suicide or otherwise conduct yourself in a manner in which there is substantial risk of incurring serious bodily harm.
- If you seriously threaten grave bodily harm or death to another person.
- If I have reasonable suspicion that you or other named person is the perpetrator, observer of, or actual victim of physical, emotional, or sexual abuse or of neglect.

2. Legal issues:

Confidentiality is waived when requested information is subpoenaed by a court of relevant jurisdiction (e.g., Juvenile and District Relations District Court, Circuit Court) or by an attorney representing the client or another party. If the therapist receives such a subpoena, the client will be notified by telephone. This phone call will be followed up with a letter indicating that the client has been so informed. If the client wishes to file pro se or have an attorney file a motion to quash the subpoena, he/she must so inform the therapist. In that event, the therapist is required by statute to send the requested information under seal with a cover letter to the Clerk of the Court issuing the subpoena, indicating that the client is filing a motion to quash. Upon a motion having been filed to quash the subpoena, a hearing will then be scheduled by the Court to determine whether or not the subpoena must be honored or quashed.

Confidentiality is waived if the client files a legal suit against this counselor that is related to the client's treatment.

Confidentiality is also limited when treatment is court mandated.

3. Payment for counselor's services:

Confidentiality is limited when information is requested by third parties for purposes of billing the third party (e.g., health insurance companies, HMO's) and collecting payments from the third party.

Confidentiality is waived if counselor must go to the Norfolk District Court to seek a judgement against the client for the purpose of seeking payment for services rendered. I do not use collection agencies.

Confidentiality is waived if a client chooses to make payment in a manner that connects personal information to me and my services (e.g., a personal check).

4. Professional/clerical issues:

Confidentiality is limited for purposes of professional consultation between myself and other practicing therapists and/or physicians. I will do my best to not use identifiers such as name, DOB, address, etc.

Confidentiality is waived for handling and management of records by billing staff.

5. Client authorization:

Confidentiality is waived when the client signs a release authorizing the therapist to release specified information to a third party:

Release of Information – I may release information by written request from you. A statute of the Commonwealth of Virginia allows 15 days to comply with such a request. You will be charged a retrieval and per-page fee for copies of requested records. These fees are regulated by a statute of the Commonwealth of Virginia.

Fees and Charges – I charge \$100 per 45 minute session/\$125 for an assessment. When health insurance is used to pay for services, my fees are regulated by contracts with insurance companies and clients will be charged copayments accordingly. Co-payments will be collected prior to beginning a session. Acceptable forms of payment include VISA, MasterCard, American Express, Discover, personal check, and cash. In addition to sessions, I will charge a prorated amount for other professional services that you may provide such as report or letter writing, phone calls that last more than 15 minutes, attendance at meetings outside the practice which you have requested, or the time required to provide any other agreed upon service. If you anticipate being involved in a court case, I recommend this be discussed fully with me before attendance is requested. If your case requires my participation, the client will be expected to pay for the professional time required even if another party compels me to testify.

Insurance Reimbursement – Billing staff will submit requests for insurance reimbursement for the client. You are responsible for any and all fees not covered by insurance, regardless of information that may have been provided from the insurance company to you prior to when the request for payment is submitted.

Responsibility for Payment – You are responsible for full payment, and payment is due at the time of service. If a bill is mailed for services, you will be charged a \$5.00 billing fee for each bill sent out. Bills are sent monthly. If checks are returned there will be an additional charge passed on to you. If you refuse to pay your debts, I reserve the right to use an attorney or collection agency to secure payment.

Therapy and Financial Records – Client records are stored electronically to a secured server. Any legal documentation in paper form is stored on sight behind a locked door and in a locked file cabinet. Any handwritten notes I take are saved in my office without identifying variables other than your initials. In accord with Virginia statutes, records are kept for no fewer than seven (7) years. After that time, all records will be destroyed.

Disputes and Complaints – If you have a dispute or complaint, you are encouraged to contact me to attempt to solve the problem directly. If there is a continued complaint, and/or if you do not wish to speak with me directly, a formal complaint may be filed with: **The Virginia Department of Health Professions** <http://www.dhp.state.va.us/Enforcement/complaints.htm>

RESPONSIBILITIES OF THE COUNSELOR

Counselor Involvement – I will do my best to provide compassionate, empathic, skillful, ethical psychotherapy specific to your experience and the difficulties you present. I provide a 45-minute therapy “hour,” which consists of a minimum 38 minutes. While I will make every effort to be on time, there are occasions when the client scheduled for the previous time-slot has been experiencing a crisis or major disruption, resulting in me running overtime from the previous session. Your indulgence is requested if I am late, assuming that this will not be a regular or ongoing occurrence; and, if schedules mutually allow, I will keep you late as well to ensure you do not sacrifice your therapeutic time. If the client before you has arrived late, your appointment will still be available on time. If you are late for your appointment, your scheduled appointment ending time will still hold. If you are 30 minutes late, I may not be able to see you for that session.

I am often not immediately available by telephone. I do not answer the phone when I am with other clients or otherwise unavailable. At these times, you may leave confidential voicemail and the call will be returned as soon as possible, often taking up to 3 days for non-urgent matters. I am not available via phone outside of office hours for crisis matters. If you feel you cannot wait a possible few days for a return call, or if there is a safety concern, either go to the ER or call 911.

Interruptions in Therapy by the Counselor– It is natural that scheduling interruptions or emergencies may occur that will affect your regularly scheduled sessions. If such events are unplanned, you will be contacted as soon as possible to reschedule. I will use only your preferred method of contact in such instances in order to protect your confidentiality as much as possible. Please be advised that on occasions when you are not able to be reached in this manner, you may arrive for your visit and find that I am unavailable.

Colleague Consultation – In order to meet the best standards of care, Licensed Professional Counselors often consult with other professionals. When this occurs, only necessary information will be disclosed about you. Your name will not be identified, and no other identifying information will be disclosed, unless you have signed a release of information authorizing me to do so.

Tape Recording or Videotaping of Sessions – Audio or video recording of sessions will occur only with your express written consent. You will be informed of the intended use of such recordings on the written consent form. As with all other files, all tapes or CDs will be kept in a locked file on site or off-site for seven (7) years post-termination and then will be destroyed.

Dual Relationships – For purposes of professionalism and relational clarity, it is ethical policy for counselors not to establish friendship or other relationships outside of the therapeutic relationship. As a matter of policy, if you and I see each other in a public setting, I will not acknowledge you unless you do so first. Please be advised that any public encounters initiated by you may be met with a limited and vague response to respect your confidentiality and privacy.

Additionally, I will not accept friend requests or other contact through Social Networking, as it compromises privacy and confidentiality and violates the protective boundaries of the therapeutic relationship.