<u>Client Reference Handbook</u> <u>Revised Version for use during the COVID-19 Pandemic,</u> <u>while Teletherapy is necessary in place of in-office therapy.</u> <u>Effective beginning April 2020.</u>

For the practice of **Mary Ann C. Holtz, M.A., LMHC** Christian Psychotherapist St. Paul's Counseling Ministry Licensed Mental Health Counselor (Florida license #MH1943)

Confidential Phone Voice Mail (you may leave voice messages 24 hours a day) (727) 327-5045

This handbook provides answers to some of the most common business, legal, and ethical questions that arise in the counseling/psychotherapy relationship. It also establishes a working agreement between you, the client, and me, the counselor/psychotherapist. Some rights and obligations are specified by our mutual agreement as stated in this handbook.

Please read this document carefully and then complete and sign all three sections of the Consent Form (separate document). Then return the Consent Form to me at the address I will give you during our initial phone contact. Retain this Handbook for your records. If you need to discuss any portion of this Handbook before signing the form, please leave me a voice mail about your concerns and I will call you to resolve those concerns.

After I receive your signed form I will confirm our first appointment by sending you a videoconferencing invitation to your email address (if you agree to video sessions) or by phone (if you prefer to use your landline for phone sessions, or audio only on your smartphone).

For information about my credentials and basic philosophy of counseling/psychotherapy, please read the "About St. Paul's Counseling Ministry" at

http://www.stpaulstpete.com/index.php/ministries/counseling

You may also wish to read some of my other articles on that page related to various counseling issues, especially the Resources for Caring for Ourselves and Others During the COVID-19 Pandemic.

Availability between Sessions

When you call my number (727-327-5045) you will always reach my confidential voice mail. You may leave a voice mail 24 hours a day. I usually limit contact between sessions to brief calls regarding scheduling, and usually only return phone calls during my work hours Monday through Thursday. This number does not receive texts, and I never use texting with clients.

If an emergency situation arises and you need immediate assistance, please dial 911 or the 24 hour crisis line (727-791-3131).

I do not use email with clients, except to send videoconferencing invitations for any videoconferencing appointments we schedule, and occasionally to send links to helpful resources. I ask that you do not email me; I do not read or respond to emails related to my counseling practice. This protects the privacy of both of us.

Teletherapy

Teletherapy refers to providing psychotherapy services remotely (not in the office) using telecommunication technologies, such as videoconferencing or telephone. The occurrence of the COVID-10 pandemic has necessitated the shift from in-office to teletherapy, at least during the time periods when social distancing is necessary. Even if it becomes safe enough to resume in-office sessions, we may still agree to teletherapy sessions in cases of other illness or mobility challenges that preclude meeting in my office.

A benefit of videoconferencing over telephone sessions is that we are able to see each other's faces and this enhances connection and mutual understanding. For this reason I prefer videoconferencing. However, if you are uncomfortable with videoconferencing for some reason and/or have difficulties with the technology, I am willing to schedule telephone sessions.

Some of the challenges of teletherapy involve technology issues. For example, we may have difficulties connecting or the videoconferencing might stop working mid-session; I will then call you on the phone number you give me on the contact information form and we will either continue on the phone or reschedule the session. Or during lightening season, we may need to stop mid-session to protect our equipment, in which case I will call you after the storm passes.

I reserve the right to choose the electronic platform I will use for videoconferencing. You will provide your own computer, or phone (cell or landline) and arrange to be at the phone or in the videoconferencing "waiting room" at our appointment time, when I initiate our session.

See the following section on Confidentiality for the teletherapy aspects.

Confidentiality

All professional communications between you and me in the course of our counseling/psychotherapy relationship will be treated as strictly confidential by me. As the client, you legally have some control over the disclosure of confidential information. You have the power to waive confidentiality by giving written authorization for disclosure of your information.

There are exceptions to confidentiality. What is shared in the therapeutic setting is private except when I am mandated by law or by professional ethics to take appropriate action in some circumstances.

Some of the circumstances where disclosure is required by law or professional ethics are:

•When there is reasonable suspicion of abuse or neglect of a child, an elderly person,

or a person not competent to care for and/or to protect themselves;

•When there is a clear and immediate probability of physical harm to yourself,

to other individuals, or to society;

•When, by a valid court order, I am compelled to release information or to testify;

•If you place your mental status at issue in litigation initiated by you, the defendant may have the right to obtain the psychotherapy records and/or testimony by your psychotherapist.

From time to time, I may consult with my professional peers regarding a clinical matter. My professional peers are also bound by confidentiality. You authorize the release of information reasonably necessary to such a consultation. We agree that your name and identifying information will not be released to the consulting clinician(s) in such cases.

I do not participate in any health insurance plans and will not provide diagnoses because the prevailing approach to health care is at odds with my philosophy. If you decide you want to pay for and seek reimbursement for counseling/psychotherapy services through your health insurance, I will

refer you to other therapists. When you choose to submit your invoices to your health plan for possible reimbursement to you, your therapist will be required to provide a diagnosis and type-of-service code on your invoices. Be aware that the psychotherapist has no control or knowledge over what the health plan does with the information submitted or who has access to this information. I recommend that you read your health plan's Notice of Privacy Policies.

See the **Payment** section below for my policy on fees and payment during the time covered by this Handbook (pandemic version).

Confidentiality and Teletherapy

Because teletherapy sessions take place outside of my private office there is potential for other people to overhear sessions if you are not in a private place for the session. On my end, my computer and business phone are in a private room. I encourage you to plan for a private space where you will not be interrupted or overheard.

The nature of teletherapy technologies is that therapists cannot guarantee that our teletherapy sessions will not be accessed by other parties. From my side I have taken steps to ensure a high level of confidentiality: I use a wired phone line and wired internet connection which is more secure than WiFi. The teletherapy platform I choose uses updated encryption methods. My computer has a firewall, and I am the only person with access to my computer and to my business phone. I do not store any of your information electronically beyond your name and email address. I do not use email for communication with clients beyond sending the videoconferencing appointment invitations and, occasionally, links to helpful resources. I have set the electronic platform so that our sessions cannot be recorded. I encourage you to also take reasonable steps to ensure the security of our communications (for example, only using secure networks for teletherapy sessions and having passwords to protect the device you are using).

Legal Testimony and Confidentiality

It is my policy **<u>never</u>** to appear in court in legal proceedings (such as, but not limited to, divorce and custody disputes, or injuries) and I request that neither you, nor your attorney, nor anyone acting in your behalf request legal testimony or the disclosure of psychotherapy records. Under court order I may be required to provide records and/or testimony. In that event my fee for court testimony or depositions is \$200 per hour. This fee, payable in advance, includes my time required for preparation, writing, and travel, in addition to time for the testimony, and is required even if I am not called to testify.

Couple and Family Treatment and Confidentiality

I work only with adults, in individual and/or in couple or family counseling/psychotherapy. I cannot take responsibility if one member of the couple or family reveals confidential information from our couple or family sessions to another party.

When you are working with me in couple counseling/therapy, I consider the relationship itself to be the client. If at some point the relationship dissolves, and you and I determine that individual counseling/therapy is appropriate, then I would consider you, the individual, to be the client.

If in the course of couple or family counseling/therapy you see me in an individual session, it is your responsibility to discuss with me, prior to a sensitive disclosure, your desire to keep any information private (i.e. not to be shared in a couple or family session). We will then differentiate between secrets (which I will not keep private) and private information, since that differentiation affects your couple/family relationships and counseling/therapy.

Referrals

The first one to two sessions are for purposes of our mutual discernment, including a decision of whether your goals and needs and my expertise and counseling/therapy approaches are a good match. As part of this discernment we will discuss your goals and initial counseling/therapy plans. At the end of that discernment, we may agree to work together, or I may refer you to another professional or you may ask for a referral. In those cases I will provide you with possible referral resources.

If, at any point during counseling/psychotherapy, I assess that I am not effective in helping you reach your therapeutic goals, I will discuss this with you and, if appropriate, I may terminate therapy with you. In this case, I will provide you with referral resources. You have the right to terminate therapy at any time. If you choose to do so, I will provide you with referral resources if you request that information.

In either case, if you choose another therapist, at your request and with your written permission I will consult with that psychotherapist in order to help with the transition.

Outcomes and Length of Treatment

The success of therapy is partially dependent upon the depth of commitment of each individual client; therefore specific outcomes cannot be guaranteed.

Length of treatment is unique to each individual client. The client's (individual, couple, and/or family) goals, ability, and willingness to invest time and energy into therapy sessions and between-session work/practice are factors that greatly influence the outcome and length of treatment.

Payment

My professional fee is \$90 for each 50 minute appointment. However, for the duration of this pandemic, while we are meeting using teletherapy in place of in-office visits, I am asking that clients make donations to charities helping those impacted by this pandemic in lieu of payment to me. I ask that clients choose to make checks to either St. Vincent de Paul or Partners with Haiti (and mail those checks to St. Paul's Church, 1800-12th Street North, St. Petersburg FL 33704) or make a donation to Daystar Life Center https://daystarlife.com/word/donate-now-online-mailing-address/

If you are unable to donate the full \$90, then I request that you donate what your current financial situation allows. (For the 35 years that I have offered the Counseling Ministry at St. Paul's I have always worked with clients based on what they truly could afford of my professional fee, asking that they pay what they can while still meeting their basic financial needs.)

Canceling and Rescheduling Appointments

Since my scheduling an appointment involves reserving a time specifically for you, I request that you give me **a minimum of 24 hours notice**, via a message on my business voice mail, if you want to re-schedule or cancel an appointment. If you miss an appointment without that notification, I request that you make the agreed upon donation as though you had met with me, unless we discuss this and make a different agreement.

Physical Office Address (for use when I resume in-office appointments) St. Paul's Parish Center 1358-20th Ave. N. St. Petersburg, FL 33704