

# Practice Policies

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Brighter Days Counseling & Consulting, LLC  
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PRACTICE POLICIES

## Welcome / Purpose

Welcome to Brighter Days Counseling & Consulting, LLC. This document describes practice policies, your rights, and the terms under which counseling services are provided. Please review carefully. If you have questions, ask prior to signing.

## Services Provided / Nature of Counseling

I provide professional counseling services to **adults** via secure telehealth platforms. I work with anxiety, depression, trauma, women's concerns, identity issues, and life transitions. Therapy is a collaborative process; benefits may include improved coping, symptom reduction, and increased functioning. Risks may include experiencing uncomfortable emotions, changes in relationships, or temporary increases in symptoms as you process material. There are no guarantees of outcome.

## Telehealth Services — Consent & Requirements

1. **Mode & Platform:** All services occur via HIPAA-compliant telehealth video platforms approved by the practice (e.g., the SimplePractice telehealth portal).
2. **Location Requirement:** Services may only be provided to clients physically located in the Commonwealth of Virginia (or jurisdictions where the provider is licensed). If you are located outside of Virginia, services cannot be provided unless legally permitted. Clients must disclose their physical location at the start of each session if requested.
3. **Risks & Limitations:** Telehealth has benefits and limitations. Risks include but are not limited to: technical failures or interruptions, security breaches despite HIPAA safeguards, limited ability to observe non-verbal cues, and possible difficulties in responding to crises remotely.
4. **Privacy at Your End:** You are responsible for ensuring privacy in the location you use (private room, headphones, no interruptions) and for secure internet access. If others can overhear, confidentiality may be compromised.
5. **Emergency Procedures:** Telehealth may limit my ability to respond to emergencies. You must provide the physical address where you are located at the start of each session (if asked) and provide the name and phone number of a local emergency contact. If I believe you are an immediate danger to yourself or others, I will take steps consistent with legal and ethical duties, which may include contacting local emergency services.
6. **Withdrawal of Telehealth Consent:** You may withdraw consent to telehealth services at any time without penalty. If you withdraw, we can discuss in-person options (if offered) or referrals.

## Scheduling, Session Length, Fees & Payment

1. **Session Length:** Standard individual psychotherapy sessions are 50 minutes unless otherwise agreed. Longer sessions can be scheduled and will be billed accordingly.
2. **Fees:**
  - Individual Counseling (50 minutes): **\$160**
  - Documentation & Administrative Fees: Basic verification/attendance letters: **\$10–\$25**; Forms/brief reports: **\$50**; Extensive reports/legal requests: **\$75+** (price to be determined by scope).
  - Returned check fee: **\$10** or actual bank fees if greater.

All session, cancellation, and documentation fees must be paid before additional sessions are scheduled or documents released. Fees are subject to change with notice.

1. **Payment & Card on File:** Payment is due at the time of service. A valid credit/debit card or other agreed payment method must remain on file to secure appointment times and to cover any fees (session fees, late-cancel/no-show fee)

2. **Insurance:** Brighter Days Counseling & Consulting, LLC accepts insurance for counseling services. Clients are responsible for confirming coverage and eligibility with their insurance provider before beginning services.
  - **Copays, Coinsurance, and Deductibles:** Clients are responsible for paying any copays, coinsurance, and deductibles at the time of service.
  - **Denied or Unpaid Claims:** If insurance denies or does not cover services, the client is responsible for the full session fee (\$160 per session).
  - **Non-Covered Services:** Fees for late cancellations, no-shows, and documentation (letters, forms, or reports) are not covered by insurance and are the client's responsibility.
  - **Assignment of Benefits:** By using insurance, the client authorizes payment of benefits directly to Brighter Days Counseling & Consulting, LLC.
  - **Changes in Coverage:** Clients are responsible for notifying the practice of any changes in insurance. Failure to do so may result in client responsibility for unpaid balances.
3. **Receipts & Billing:** Billing statements will be available via the client portal. You may request itemized receipts as needed.

### Cancellations, Late Cancels & No-Shows

1. **Cancellation Notice:** Please give at least **24 hours' notice** to cancel or reschedule.
2. **Late Cancellation Fee:** Cancellations with less than 24 hours' notice will incur a **\$50 fee**.
3. **No-Show Fee:** Missed appointments without any prior notice (no-shows) will incur a **\$100 fee**.
4. **Payment of Fees:** Cancellation/no-show fees are not billable to insurance and must be paid prior to scheduling further appointments.
5. **Repeated Missed Appointments:** Repeated missed appointments (e.g., multiple no-shows or frequent late cancellations) may result in termination of services when clinically appropriate.

### Collections / Unpaid Balances

1. **Final Notice & Referral:** Accounts with unpaid balances that are not resolved after billing reminders may receive a final notice. If payment remains unpaid after **90 days**, and no payment arrangement is in place, balances may be referred to a collections agency.
2. **Collections Impact:** Referral to collections may affect the client's credit report. Clients are responsible for any reasonable collection costs in addition to the outstanding balance.
3. **Good-Faith Exceptions:** Clients actively engaged in payment discussions or formal payment plans will be considered on a case-by-case basis.

### Electronic Communication & Telecommunication Policies

1. **Methods & Purpose:** Electronic communications (email, SMS/text, secure portal messaging) are used primarily for scheduling, billing, and brief administrative matters. They are not appropriate for clinical or emergency communications.
2. **Security & Confidentiality:** Email and standard SMS/text are not fully secure. For clinical content or sensitive information, use the secure client portal messaging when possible. I cannot guarantee confidentiality for unsecured communications.
3. **Response Time:** I will make reasonable efforts to respond to non-urgent electronic messages within 24 business hours. Immediate response is not guaranteed.
4. **Emergencies:** Do not use email, text, or portal messaging for emergencies. If you are in crisis or an emergency, call **911** or go to your local emergency department. You may also call the Suicide & Crisis Lifeline at **988**.
5. **Recordkeeping:** Electronic communications relevant to clinical care may be saved in the client chart as part of the clinical record.

All electronic communication will be handled consistent with HIPAA, professional standards, and the Code of Virginia.

### Confidentiality & Legal Exceptions

1. **General Confidentiality:** Information disclosed in sessions is confidential and protected by HIPAA and state law. Information will not be released without your written consent except as noted below.
2. **Exceptions (when disclosure may be required):**

- If I have reasonable cause to suspect child abuse or neglect, elder abuse, or dependent adult abuse or neglect, I must report to the appropriate authorities.
  - If there is an imminent risk of serious physical harm to you or others, I will take steps to protect life and safety which may include notifying law enforcement or emergency contacts.
  - If a court of competent jurisdiction orders release of protected information, I must comply with the order.
  - Other exceptions under Virginia law may apply (e.g., reporting certain communicable diseases as required by public health authorities, responding to court orders, protecting public safety).
3. **Limits of Confidentiality for Supervision/Consultation:** I may consult with other licensed professionals and supervisors about clinical cases. Identifying information will be withheld when possible; consultants are also bound by confidentiality.
4. **Records & Release:** You have the right to request copies of your records; some records may be redacted if required by law. A reasonable fee may be charged for extensive copying or reporting. Records will be retained and disposed of in accordance with professional standards and Virginia regulations.

## **Emergencies & Crisis Procedures**

This practice does not provide 24-hour crisis services. If you are experiencing a life-threatening emergency or are at immediate risk, call **911** or go to your nearest emergency room. For mental health crises, call the Suicide & Crisis Lifeline at **988**. Provide local emergency contact information upon intake so I may contact someone if necessary.

## **Social Media & Professional Boundaries**

1. **Social Media:** To protect your confidentiality and the therapeutic relationship, I do not accept friend or contact requests from current or former clients on personal social networking platforms (Facebook, Instagram, etc.). Public social media content from the practice is educational and not a substitute for therapy.
2. **Dual Relationships:** I strive to avoid multiple roles with clients (e.g., business, social). If a dual relationship is unavoidable, boundaries will be discussed.

## **Minors and Third-Party Involvement**

### **Minors:**

At this time, Brighter Days Counseling & Consulting, LLC provides counseling services for **adults (18 and older) only**. If services for a minor are requested, I will provide referrals to appropriate providers who work with children and adolescents.

### **Consent for Minors (if applicable in the future):**

Under Virginia law, a parent or legal guardian generally must provide consent for counseling services for a minor under the age of 18. In some limited cases, Virginia law permits a minor age 14 or older to consent to outpatient mental health treatment without parental involvement (Code of Virginia § 54.1-2969). If this law becomes applicable, the limits and requirements will be explained in writing prior to initiating services.

If you are a minor, your parents may be legally entitled to some information about your therapy. I will discuss with you and your parents what information is appropriate for them to receive and which issues are more appropriately kept confidential.

### **Third-Party Involvement:**

Information about a client will not be shared with third parties (such as family members, employers, schools, attorneys, or medical providers) without the client's **written authorization** using a HIPAA-compliant release form, unless disclosure is required by law.

- In couples or family therapy, confidentiality applies to the group as a whole, and releases must be signed by all adult participants before records are shared.
- In supervision (for LPC Residents), case material may be discussed for training and oversight purposes under confidentiality protections.

## **Termination of Services & Referrals**

Therapy may end for a variety of reasons including: mutual decision, goals met, lack of progress, failure to comply with policies, or non-payment. You are free to stop counseling at any time. If you decide it's time to end, I encourage us to have a closing conversation so we can reflect on the progress you've made, address any concerns, and plan helpful next steps.

Sometimes, I may recommend that we pause or end services if counseling doesn't seem to be meeting your needs, if your concerns fall outside the scope of what I can provide, or if practical issues (like repeated missed sessions or unpaid

balances) interfere with our work. If that happens, I'll talk it through with you and, whenever possible, provide referrals to other providers who may be a better fit. If you request a referral, I will be available to assist in transition planning.

Outstanding balances must be resolved before records or documentation can be released.

Should you no show or fail to schedule an appointment for three consecutive weeks, unless other arrangements have been made in advance, for legal and ethical reasons, I must consider the professional relationship discontinued.

### **Supervision & Training**

I provide clinical supervision for LPC Residents in Virginia. Supervision is a separate contracted professional service and is not considered therapy. Supervisees' work may be discussed in supervisory consultation; identifying information will be handled consistent with confidentiality and ethical rules.

### **Professional Disclosures & Board Information**

If you have questions about clinician credentials or wish to file a complaint, contact the Virginia Board of Counseling. Complaints may be submitted via the Board's website or mail.

You may also contact the Virginia Department of Health Professions, Enforcement Division.

### **Administrative & Documentation Fees (detailed)**

To ensure fairness and protect clinical time, the following administrative fees apply for documentation requested outside of sessions:

- **Basic verification/attendance letter:** \$10
- **General letter (1–2 paragraphs):** \$25
- **Forms / Brief reports (1–2 pages):** \$50
- **Extensive reports / legal documentation:** \$75+ (fee determined by scope)  
All administrative/document fees must be paid prior to release of documents. Clients will be notified of the expected fee in advance.

### **Payment Policy & Collections - Additional Details**

1. Balances are expected to be paid at the time services are rendered. If you are unable to pay, contact the practice promptly to discuss options.
2. Accounts unpaid after repeated billing attempts may be placed on hold or closed and may be referred to an external collections agency after **90 days**. If an account is referred, the client will be responsible for the balance and any reasonable collection costs.
3. Clients who are actively engaged in payment plans or who communicate in good faith will be considered before referral to collections.

### **Record Retention & Disposal**

Client records will be maintained and disposed of in accordance with Virginia law and professional standards. Records are retained for at least 7 years after termination..

### **Client Rights & Responsibilities**

You have a right to:

- Be treated with respect and dignity.
- Ask questions about treatment and billing.
- Refuse or withdraw consent to services at any time.

You have a responsibility to:

- Provide accurate information, attend scheduled sessions, and pay fees in a timely manner.

### **Complaints & Grievances**

If you have concerns about your care, please raise them with me directly. If unresolved, you may contact the Virginia Board of Counseling to file a formal complaint. You may also contact the Virginia Department of Health Professions, Enforcement Division.

### **Agreement & Signature**

By signing below, you acknowledge that you have read, understand, and agree to the terms of these Practice Policies, and that you consent to receive telehealth services under these policies.