



INFORMED CONSENT FOR COUNSELING SERVICES

Rockbridge Area Health Center (“RAHC”)

This document is intended to obtain your consent for counseling & psychotherapy services and inform you of some of our policies as a patient in this treatment. If you do not understand something in this document, it is very important to discuss it with your provider.

About Your Providers

Jody Gilbert, LCSW is a Licensed Clinical Social Worker in the Commonwealth of Virginia. She holds a Master of Social Work Degree from Virginia Commonwealth University.

Scott Kleinert, LPC is a Licensed Professional Counselor in the Commonwealth of Virginia. He holds a Master’s Degree in Counseling Psychology from Radford University.

Mariah McMillan, LCSW is a Licensed Clinical Social Worker in the Commonwealth of Virginia. She holds a Master of Social Work Degree from Radford University.

Molly Pallavicini, MS, LPC is a Licensed Professional Counselor in the Commonwealth of Virginia and a Nationally Board-Certified Counselor. She holds a Master’s Degree in Community Mental Health Counseling from Capella University.

Denise Oinonen, LCSW is a Licensed Clinical Social Worker in the Commonwealth of Virginia. She holds a Master of Social Work Degree from the University of Cincinnati.

Your Rights & Responsibilities:

- You are responsible for being at your scheduled sessions on time. If you are late, we may still need to end at your scheduled time.
- You have the right to confidentiality, with exceptions, some of which are listed under “Confidentiality and the Limits of Confidentiality” below.
- You have the right to ask questions about anything that happens in counseling, the interventions we use, and about other therapies and treatments that may help you.
- You have the right to decide not to receive counseling from us. If you wish, we can provide you with the names of other qualified healthcare providers.
- You have the right to end your counseling at any time with no other obligations, financial or otherwise, other than those already incurred. The provider-patient relationship may also terminate by mutual consent of both patient and provider.
- If at any point during counseling we feel we cannot be effective in helping you reach your goals, we will discuss it with you and, if appropriate, end services and refer you to other more appropriate resources or professionals.

Interventions that May Be Provided

Providers draw from a wide variety of theories and techniques and apply them in a unique way to each individual based on their needs. There is no “one-size-fits-all” approach to counseling and we will work together to design your treatment that is evidence-based and is most likely to help you reach your desired goals.

Benefits and Risks of Therapies

Engaging in counseling services involves potential benefits and risks. The most common benefits involve a resolution of symptoms or complaints that brought you into counseling and include but are not limited to improved daily functioning, motivation, mood, relationships, sleep, habits, and overall improvement of health and feelings of well-being.

The risks of counseling include, but are not limited to, the risk that these therapies will not work for you, and may make your condition and symptoms worse. Working through any psychological or emotional concern, unpleasant life events, or trauma can involve increased emotional distress, painful feelings or thoughts and can result in you experiencing considerable discomfort.

However, psychological damage from psychotherapy is rare and any side effects are usually temporary. If you feel that you are not making reasonable progress or that you are being harmed by your involvement in these therapies, you should discuss these concerns with your provider immediately.

Insomnia Treatment: During the course of treatment for insomnia, you may experience increased levels of sleepiness and fatigue. It is imperative that you proceed into this treatment with care and exercise extreme caution when engaging in activities that require your full concentration in order to protect the safety of yourself and others.

Smoking Cessation: During the course of treatment for nicotine use disorder, you may experience withdrawal symptoms that range from mild to severe and may last for days to months at a time. These may include cravings, irritability, anger, insomnia, and increased appetite. These symptoms are usually mild and resolve within a short time.

Post-Traumatic Stress Disorder (PTSD) Treatment: The treatment of PTSD symptoms, such as flashbacks and nightmares can result in significant, but usually temporary, psychological distress. This is especially true if you are participating in a therapy known as “EMDR” or Eye Movement Desensitization and Reprocessing or “ART” or Accelerated Resolution Therapy. Please note that many patients can be very tired or irritable after sessions and may experience a temporary rise in symptoms such as irritability, flashbacks, and nightmares. It is very important to let your provider know of any significant distress, that you include trusted friends and family to support you through this time, and that you take time for self-care and rest after difficult sessions.

Confidentiality and the Limits of Confidentiality

Privacy is an essential part of the counseling process. With certain exceptions, you have the right to confidentiality related to your participation in counseling. Your provider cannot and will not tell anyone else outside of the Rockbridge Area Health Center what you have discussed or your private health information without your prior permission. Under the provisions of the Health Care Information Act of 1992, we may legally speak to another licensed health care provider with whom you are a patient being treated for the same problem for the purposes of coordinating your care. You may request anyone you wish to attend a counseling session with you, however they are not bound by the same requirements to protect your confidentiality.

If you elect to communicate with us by email at some point in our work together, please be aware that email is not confidential. All emails are retained in the logs of your or our internet service provider. While under normal circumstances, no one looks at these logs, they are, in theory, available to be read by the system administrator(s) and the internet service provider.

Generally speaking, providers will not approach their clients in public to preserve privacy and confidentiality. If you choose to approach your therapist in public, they will be cordial but will not discuss any information associated with your treatment.

The following are some, but not all, of the exceptions to your right to confidentiality:

1. If we have a signed written release of information/records.
2. Your provider may discuss private health information about you with a supervisor for the purposes of clinical supervision and collaborate with another healthcare provider with whom

you are currently under care for the same condition, as well as other employees of RAHC who are involved in your care.

3. If we believe that in the near future you are likely in danger of harming yourself or lack the capacity to keep yourself safe or maintain your choice to keep yourself safe, we may legally break confidentiality and call the police or emergency services.
4. If we have a reasonable belief that you will cause serious injury or death to an identified or readily identifiable person or persons and you have communicated your intent to do so to the provider and have the ability to carry out that threat in the near future, we will attempt to contact that person and will contact the police and ask them to protect the intended victim. This includes the intent to spread a known communicable disease to an identifiable third party.
5. If we suspect abuse or neglect against a minor, elderly person, or vulnerable adult.
6. If we have a court Order to disclose information or you are presenting under a mandate to receive counseling services from a court of law or other legal authority.
7. If you tell your provider about behavior of another named health or mental health care provider who has either A) engaged in sexual contact with a patient, including yourself or B) is impaired from practice in some manner by cognitive, emotional, behavioral, or health problems, then the law requires your provider to report this information to their licensing Board.

Special Considerations for Couples, Family, Minors, and Deceased Patients

Information obtained from a minor (under the age of 18) is generally held confidential with the exceptions listed above. However, when counseling patients under the age of 18 or individuals who are unable to give voluntary informed consent, providers will work to establish a collaborative relationship with parents or legal guardians of non-emancipated minors, who generally have the right to access a minor's records.

A deceased patient's confidentiality is also protected consistent with legal requirements and documented preferences of the patient. The personal representative or executor of a deceased patient has the right to access records. In the absence of a personal representative or executor, the deceased patient's surviving spouse has the right to access the records.

If you are participating in couples or family counseling and decide to have some individual sessions as part of that counseling, what you say in those individual sessions or phone calls will be considered as a part of the couple or family system and may be discussed in our joint sessions. Do not tell your provider anything you wish kept secret from your partner or other family members while in couples or family counseling.

Emergency Procedures

RAHC has 24-hour coverage by phone for urgent medical needs that can be reached by calling our main number after hours at **540-464-8700**. However, if you are having a mental health emergency and need immediate assistance, you can **call 911**, go to your local emergency room, or you can call Rockbridge Area Community Services Board Emergency Services Crisis Line 24 hours a day at **1-855-222-2046**.

Fees Charged to Patient for Court Involvement & Hearings

If you are involved in or anticipate being involved in legal or court proceedings, let your provider know as soon as possible. In situations requiring court involvement, the fee is \$250 per half day and \$500 per day for court appearances. In addition, \$100 per hour will be charged for time spent in preparation for court testimony including, but not limited to, consulting with attorneys, reviewing the file and report/letter writing. In the event of a settlement or cancellation of the trial/hearing with less than 24 hours' notice, a charge will be levied for those hours originally set aside for the trial/hearing. These services are not reimbursable by medical insurance.

Other Rights

If you are unhappy with what's happening in counseling, we hope you'll talk about it directly with your provider so that they can respond to your concerns. They will take your concerns seriously, and with care and respect. If you believe that your provider is unable to respond in a satisfactory way, or that they have acted unethically, you are encouraged to speak with the Behavioral Health Director, Denise Oinonen, LCSW. If

the Behavioral Health Director is also your counselor, you may also choose to speak with Mary Looney, Chief Operating Officer.

You also have the right to discuss your concern with the respective licensing Board under which your counselor/social worker is licensed. If you are seeing a Master's in Social Work, Resident in Counseling, or a Supervisee in Social Work who are not yet independently licensed, you may also address your concerns with their Board-certified or other clinical supervisor or their respective licensing Board as listed below: The Virginia Board of Counseling may be reached at 9960 Maryland Drive, Suite 300, Henrico, VA 23233-1463, and by phone at 804-367-4610. Or the Virginia Board of Social Work may be reached at 9960 Maryland Drive, Suite 300, Henrico, VA 23233-1463, and by phone at 804-367-4441.

Informed Consent

The *Informed Consent for Counseling Services* has been supplied in accordance with relevant laws and ethics governing the practice of professional counseling and social work services (American Counseling Association & National Association of Social Workers). It is provided for your protection. It will remain effective throughout all present and future counseling services at the Rockbridge Area Health Center, regardless of provider. It may be updated from time to time at which point you may be asked to review and consent to any significant changes.

My signature below indicates that I have carefully read this document, understand its terms, and all questions have been answered to my satisfaction. I certify that I am the Patient or the Patient's parent or legal guardian, and I have the authority to grant this consent and hereby consent to the Patient's participation in counseling services under the terms described above and in other policies provided by Rockbridge Area Health Center.

Patient Name

Patient Signature

Date

If patient is a non-emancipated minor:

Parent or Guardian Signature

Date

Relationship to Patient



AUTHORIZATION AND CONSENT TO PARTICIPATE IN TELEBEHAVIORAL HEALTH

This authorization and consent to participate in telebehavioral health is not a substitute for Patient Consent for Treatment and HIPAA Notice of Privacy Practices, which should be completed separately at the initiation of services with adult patients or legal caretakers.

Definition and Details: Telebehavioral health refers to counseling/therapy services that are provided remotely using phone or videoconferencing. To participate in videoconferencing, there is necessary technology, hardware, software, internet access, and competency with technology that is required. The patient or legal caregiver and provider together will determine the best form of telebehavioral health to use during sessions based on access, patient preference, and clinical indications. If a patient will be using videoconferencing sessions, they will receive the appropriate instructions in advance. Patients are entitled to the same rights and have the same responsibilities as with face-to-face sessions. Providers will maintain the same level of ethical conduct and protection of privacy, including the maintenance of records, as with in-person sessions.

Benefits and Risks: Benefits: Benefits of telebehavioral health include: a) patient and provider do not have to be in the same physical location, promoting more consistent visits and easier access to care, b) saving time and money involved with traveling to and from appointments, c) telebehavioral health can be as effective as in-person therapy, d) allowing for therapeutic visits to continue in the context of social distancing recommendations to limit the spread of Coronavirus (COVID19). Risks: 1) Confidentiality. Your provider will ensure that your sessions are private and confidential to the extent possible. However, there may be challenges with confidentiality using telehealth including the potential for others to overhear sessions on the patient's end and technology-related issues (e.g., others accessing your private conversations with your behavioral health provider). It is recommended that you are in a private and quiet place during your session to maximize privacy.

Your healthcare information may be shared with other individuals for scheduling and billing purposes. Others may also be present during the consultation other than your provider to operate the video equipment. The above-mentioned people will all maintain confidentiality of the information obtained. You will be informed of their presence during the session and thus will have the right to request that specific details that are personally sensitive to you are not mentioned while they are assisting.

2) Interruptions during the session. (a) While privacy is a priority during telebehavioral health, unexpected interruptions may be more likely to occur outside of the therapist's office. (b) Technology may unexpectedly stop working during a session. If the connection is lost during a session, your provider will try to reconnect with you immediately and then every 5 min for 15 minutes or until your session time has expired. If your provider is unable to reconnect with you during the session time and the situation is not urgent, your provider will reach out to schedule a follow-up session at a later time. If you are disconnected from your provider and your provider is unable to immediately reach you during an urgent or emergency situation, your provider will contact your emergency contact person and might call 911 if necessary.

3) Effectiveness. Most research shows that telebehavioral health is effective. However, certain aspects of telebehavioral health may be different and less ideal compared with in-person sessions. For example, it may be more difficult for the provider to pick up on nonverbal communication during

telebehavioral health compared with in-person sessions. The provider may also not be able to detect when others have entered the room or able to hear your conversation.

4) Crisis Management. It can be more difficult and riskier to manage a crisis via telebehavioral health versus in-person. Given the current COVID-19 pandemic, however, these telebehavioral health services may be offered to patients with higher mental health needs who might otherwise be seen for face-to-face sessions. To ensure patient safety, the following measures will be taken. a) At the beginning of the session, the patient will be required to inform the provider of his/her location address in case of emergency. b) The patient will be required to inform his/her provider of the name and phone number(s) for at least one emergency contact person, who may be contacted in case of emergency. In the case of a minor, this is usually the legal caregiver. c) If a patient is at high psychiatric risk as determined by the provider, then the provider might require that there be a responsible adult located close-by during the session. d) If a patient is at high psychiatric risk or at risk of being harmed, the provider will work with the patient to develop an emergency response plan to address potential crisis situations that might arise during telebehavioral health. e) If there is an active crisis during the visit, or if your provider is concerned about serious risk of harm to the patient or others or 911 may be called. If the patient is a minor, the parent or legal caregiver might be instructed to bring the patient to the nearest emergency department for assessment.

Financial Telebehavioral health is a billable service, and insurance or patient (if no insurance) will be billed accordingly. Fees for telebehavioral health may be comparable to face-to-face session fees. Most insurance companies have wider coverage of telebehavioral health services in the context of the COVID-19 pandemic. We will do our best to assist you to understand the costs for these services. Patient Consent I have had a direct conversation with my provider about the information in this consent. I have been advised of all the potential risks, consequences, and benefits of telebehavioral health in a language that I understand. I have had an opportunity to ask questions about this information, and all my questions have been answered.

I (name of adult patient or legal caregiver)_____ acknowledge that I have read and understand the policies herein, and I consent for (name of patient)_____ to participate in telebehavioral health services with (name of provider)_____ starting on (date)_____.

Signature of adult patient or legal caregiver:

_____ Date: _____