



INFORMED CONSENT FOR COUNSELING SERVICES

Rockbridge Area Health Center (RAHC)

This document is intended to obtain your consent for counseling 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.

Providers include:

- **Larry Berger, PhD, LPC, LSATP** is a Licensed Professional Counselor and Licensed Substance Abuse Treatment Professional in the Commonwealth of Virginia
- **Autumn Kelland, MA** is a Resident in counseling under the supervision of Abigail Sorrells, LPC at Rockbridge Area Health Center, 25 Northridge Lane, Lexington VA 24450, 540-464-8700.
- **Scott Kleinert, LPC** is a Licensed Professional Counselor in the Commonwealth of Virginia.
- **Denise Oinonen, LCSW** is a Licensed Clinical Social Worker in the Commonwealth of Virginia.
- **Raegan Paxton, MSW** is a Supervisee in Social Work under the Clinical Supervision of Mariah McMillan, LCSW (425 Lee Jackson Hwy Suite C, Staunton VA, 24401, 540-490-2687). For programmatic purposes, Raegan's documentation is reviewed and co-signed by Scott Kleinert, LPC at Rockbridge Area Health Center, 25 Northridge Lane, Lexington VA 24450, 540-464-8700.
- **Abigail Sorrells, LPC** is a Licensed Professional Counselor in the Commonwealth of Virginia

If you would like to know more about the providers at RAHC, please visit the website at rockahc.org

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 or reschedule the appointment. We request that you provide 24-hour notice if you are unable to attend your scheduled appointment.
- 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.
- You have the right to request a different counselor at RAHC at any time.



Interventions that May Be Provided: Providers draw from a wide variety of theories and techniques and apply them in a unique way to everyone based on their needs. There is no “one-size-fits-all” approach to counseling, and we will work together to design your evidence-based treatment that 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 include 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 may involve increased emotional distress, painful feelings, or thoughts, and can result in you experiencing considerable discomfort.

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 in sessions without your prior written permission.

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 medical staff 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, 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 the 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.

Under Virginia law, a minor is “deemed an adult for the purpose of consenting to . . . medical or health services needed in the case of outpatient care, treatment or rehabilitation for mental illness or

emotional disturbance;” and the minor is “also deemed an adult for the purposes of accessing or authorizing disclosure” of those records. (See Virginia [§54.1-2969](#), E).

3. Minors who consent to their own treatment (as authorized under [§54.1-2969](#)) have the legal right to give, or refuse to give, consent for disclosures to others, both under that statute and under the Virginia Health Records Privacy Statute ([§ 32.1-127.1:03](#)) and under HIPAA.

4. However, according to paragraph K of that Virginia statute ([§54.1-2969](#)), as well as a separate Virginia statute (see [§20-124.6](#)), the parents, regardless of custody, may not be denied access to the health records of their minor child. Thus, under HIPAA at §502(g)(3)(ii), Virginia at §54.1-2969, K, and Virginia at §20-124.6, the minor does *not* have the legal right to refuse parents access to treatment information, unless (a) **the provider determines that disclosure would cause “substantial harm to the minor or another person”** or (b) a court finds “good cause” to disallow disclosure.

Emergency Procedures: RAHC has 24-hour coverage by phone for urgent **medical needs** that can be reached by calling our main number at 540-464-8700. However, if you are having a **mental health emergency** and need immediate assistance, you can call 911 or 988 (National Suicide Hotline); 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.

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 voice your concern by calling RAHC’s Compliance Hotline at 888-MY-COMPLY (888-692-6675) or report via the internet at Rockahc.i-reported.com.

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

Informed Consent: This Consent will remain effective throughout all present and future counseling services at the Rockbridge Area Health Center, regardless of provider. 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 and/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	PATIENT DATE OF BIRTH	DATE
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If patient is a non-emancipated minor:

PARENT/GUARDIAN SIGNATURE	DATE	RELATIONSHIP TO PATIENT
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AUTHORIZATION AND CONSENT TO PARTICIPATE IN TELEBEHAVIORAL HEALTH

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

Definition and Details: Tele behavioral health refers to counseling/therapy services that are provided using phone or videoconferencing.

Benefits: Benefits of tele behavioral 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) tele behavioral health can be as effective as in-person therapy. Your provider will ensure that your sessions are private and confidential to the extent possible. It is recommended that you are in a private and quiet place during your session to maximize privacy.

Risks: Technology may unexpectedly stop working during a session. If the connection is lost during a session, your provider team will attempt to reconnect. If your provider team cannot reconnect with you during the session time and the situation is not urgent, your provider team will reach out to schedule a follow-up session. If you are disconnected from your provider and your provider team is unable to immediately reach you during an urgent or emergency situation, your provider team will contact your emergency contact person and call 911 if necessary.

Crisis Management: It can be more difficult and riskier to manage a crisis via tele behavioral health versus in-person. 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 their 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 tele behavioral health.

Financial: Tele behavioral health is a billable service, and insurance or patient (if no insurance) will be billed accordingly. Fees for tele behavioral health may be comparable to face-to-face session fees.

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 tele behavioral 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.

PATIENT NAME

PATIENT SIGNATURE

PATIENT DATE OF BIRTH

DATE

If patient is a non-emancipated minor:

PARENT/GUARDIAN SIGNATURE

DATE

RELATIONSHIP TO PATIENT

25 Northridge Lane • Lexington, VA 24450
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