



## **Consent for Services (Effective 5/19/2023)**

This form is called a Consent for Services (the "Consent"). Your therapist, counselor, psychologist, doctor, or other health professional ("Provider") has asked you to read and sign this Consent before you start therapy. Please review the information. If you have any questions, contact your Provider.

### **THE THERAPY PROCESS**

Therapy is a collaborative process where you and your Provider will work together on equal footing to achieve goals that you define. This means that you will follow a defined process supported by scientific evidence, where you and your Provider have specific rights and responsibilities. Therapy generally shows positive outcomes for individuals who follow the process. Better outcomes are often associated with a good relationship between a client and their Provider. To foster the best possible relationship, it is important you understand as much about the process before deciding to commit.

Therapy begins with the intake process. First, you will review your Provider's policies and procedures, talk about fees, identify emergency contacts, and decide if you want health insurance to pay your fees depending on your plan's benefits. Second, you will discuss what to expect during therapy, including the type of therapy, the length of treatment, and the risks and benefits. If your Provider is practicing under the supervision of another professional, your Provider will tell you about their supervision and the name of the supervising professional. Third, you will form a treatment plan, including the type of therapy, how often you will attend therapy, your short- and long-term goals, and the steps you will take to achieve them. Over time, you and your Provider may edit your treatment plan to be sure it describes your goals and steps you need to take. After intake, you will attend regular therapy sessions at your Provider's office or through video, called telehealth. Participation in therapy is voluntary - you can stop at any time. At some point, you will achieve your goals. At this time, you will review your progress, identify supports that will help you maintain your progress, and discuss how to return to therapy if you need it in the future.

### **TELEHEALTH SERVICES**

To use telehealth, you need an internet connection and a device with a camera for video. Your Provider can explain how to log in and use any features on the telehealth platform. If telehealth is not a good fit for you, your Provider will recommend a different option. There are some risks and benefits to using telehealth:

- Risks
- Privacy and Confidentiality. You may be asked to share personal information with the telehealth platform to create an account, such as your name, date of birth, location, and contact information. Your Provider carefully vets any telehealth platform to ensure your information is secured to the appropriate standards.
- Technology. At times, you could have problems with your internet, video, or sound. If you have issues during a session, your Provider will follow the backup plan that you agree to prior to sessions.
- Crisis Management. It may be difficult for your Provider to provide immediate support during an emergency or crisis. You and your Provider will develop a plan for emergencies or crises, such as choosing a local emergency contact, creating a communication plan, and making a list of local support, emergency, and crisis services.
- Benefits
- Flexibility. You can attend therapy wherever is convenient for you.
- Ease of Access. You can attend telehealth sessions without worrying about traveling, meaning you can schedule less time per session and can attend therapy during inclement weather or illness.
- Recommendations



- Make sure that other people cannot hear your conversation or see your screen during sessions.
- Do not use video or audio to record your session unless you ask your Provider for their permission in advance.
- Make sure to let your Provider know if you are not in your usual location before starting any telehealth session.

### **CONFIDENTIALITY**

Your Provider will not disclose your personal information without your permission unless required by law. If your Provider must disclose your personal information without your permission, your Provider will only disclose the minimum necessary to satisfy the obligation. However, there are a few exceptions.

- Your Provider may speak to other healthcare providers involved in your care.
- Your Provider may speak to emergency personnel.
- If you report that another healthcare provider is engaging in inappropriate behavior, your Provider may be required to report this information to the appropriate licensing board. Your Provider will discuss making this report with you first, and will only share the minimum information needed while making a report. If your Provider must share your personal information without getting your permission first, they will only share the minimum information needed. There are a few times that your Provider may not keep your personal information confidential.
- If your Provider believes there is a specific, credible threat of harm to someone else, they may be required by law or may make their own decision about whether to warn the other person and notify law enforcement. The term specific, credible threat is defined by state law. Your Provider can explain more if you have questions.
- If your Provider has reason to believe a minor or elderly individual is a victim of abuse or neglect, they are required by law to contact the appropriate authorities.
- If your Provider believes that you are at imminent risk of harming yourself, they may contact law enforcement or other crisis services. However, before contacting emergency or crisis services, your Provider will work with you to discuss other options to keep you safe.

### **CONSENT TO TREAT & RELEASE INFORMATION FOR MINORS**

There are specific laws and regulations regarding the treatment of individual under the age of 18 years, including who can provide consent to treatment and who makes decisions about sharing information from the youth's treatment record

- For youth under 14 years of age, decisions about care are made by the parents/legal guardians
- For youth 14 to 17 years of age, consent to treat can be provided by either the youth or the parents/legal guardians. With a few exceptions the youth decides with whom information may be shared. It is important that the youth, caregivers, and clinician discuss at the start of services the youth's right to confidentiality and what information will be shared with the caregivers.
- When there is custody agreements or court order and the parents/guardians are the ones providing consent to treat, Resolute Counseling is legally required to take reasonable steps to get consent from all parties with legal custody before beginning therapy.

For youth with multiple legal guardians:

- Each adult may make their own choices regarding whether to use electronic communications and need to determine this with the clinician at the beginning of treatment and throughout treatment.
- Any guardian may provide consent for information to be exchanged with outside parties including, but not limited to, physicians schools, and caseworkers. If you have concerns about this policy, you should speak with your therapist about your concerns. The exception is consent to share information with private attorneys - it is our policy to get consent from all legal guardians before sharing information with private attorneys.

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When families are court involved, there may be circumstances in which a therapist is required to provide information regardless of whether the client or guardians consent. These situations include but are not limited to:

- If your child has been appointed a guardian ad litem (GAL), the court may have ordered that the GAL have access to information about your child's treatment, including treatment records.
- A judge may require (court order) the release of written records, other information, or testimony by your child's therapist.
- If your child has been court-ordered to participate in therapy, the order may include requirements that the therapist share certain information with the court.
- If a custody evaluator is appointed, your child's therapist may be court ordered to share information with the custody evaluator.

## **PARENT/CAREGIVERS INVOLVEMENT**

Parents (by which we mean any adult caregiver responsible for a child's well-being) are among the most important people in a child's life. Parents have valuable information that can help your clinician help your child and family. Parents also play a key role in extending the impact of therapy beyond the therapy office.

In most cases, especially with younger children, therapists will ask for parent involvement with the child's therapy. This may include joining the child in session, meeting with the therapist one-on-one to talk about the child's needs, and helping with "homework" between sessions. Therapy is not a "drop-off" appointment. Parents should plan to remain in the waiting room unless other arrangements are made with the clinician ahead of time.

Any matter brought to the therapist's attention by either parent regarding the child may be revealed to the other parent. Matters which are irrelevant to the child's well-being may be kept in confidence. However, these matters may best be brought to the attention of others, such as attorneys, personal therapists or counselors.

## **INVOLVEMENT IN COURT PROCEEDINGS**

Families involved in court proceedings are expected to disclose this to Resolute Counseling. Please note that therapy at Resolute Counseling will not yield recommendations about custody. Custody recommendations, if needed, should be based on a custody evaluation conducted by a professional trained in such matters. We do not provide medications, custody evaluations, parenting evaluations, co-parenting services, or reunification therapy.

Psychotherapy for your child will not yield recommendations about custody or other legal matters. Parties who are disputing custody are strongly encouraged to consider participation in alternative forms of negotiation and conflict resolution, including mediation and custody evaluation, rather than try to settle a custody dispute in court. Custody recommendations, in needed, should be based on a custody evaluation by a professional who has been trained in such matters.

Any and all time spent responding to court-related requests will be charged at a rate of \$300 per hour. This charge is not covered by insurance. Further information and fee information are available upon request. Resolute Counseling will keep track of the hours required by the therapist for court-related requests and issue an invoice to the client once services have been completed. Payment for court-related services is expected within 30-days.

## **RECORD KEEPING**

Your Provider is required to keep records about your treatment. These records help ensure the quality and continuity of your care, as well as provide evidence that the services you receive meet the appropriate standards of care. Your records are maintained in an electronic health record provided by TherapyNotes. TherapyNotes has

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several safety features to protect your personal information, including advanced encryption techniques to make your personal information difficult to decode, firewalls to prevent unauthorized access, and a team of professionals monitoring the system for suspicious activity. TherapyNotes keeps records of all log-ins and actions within the system.

## **COMMUNICATION**

You decide how to communicate with your Provider outside of your sessions. You have several options:

- Texting/Email
- Texting and email are not always secure methods of communication and should not be used to communicate personal information. You may choose to receive appointment reminders via text message or email. You should carefully consider who may have access to your text messages or emails before choosing to communicate via either method.
- Secure Communication
- Secure communications are the best way to communicate personal information, though no method is entirely without risk. Your Provider will discuss options available to you. If you decide to be contacted via non-secure methods, your Provider will document this in your record.
- Social Media/Review Websites
- If you try to communicate with your Provider via these methods, they will not respond. This includes any form of friend or contact request, @mention, direct message, wall post, and so on. This is to protect your confidentiality and ensure appropriate boundaries in therapy.
- Your provider may publish content on various social media websites or blogs. There is no expectation that you will follow, comment on, or otherwise engage with any content. If you do choose to follow your Provider on any platform, they will not follow you back.
- If you see your Provider on any form of review website, it is not a solicitation for a review. Many such sites scrape business listings and may automatically include your Provider. If you choose to leave a review of your Provider on any website, they will not respond. While you are always free to express yourself in the manner you choose, please be aware of the potential impact on your confidentiality prior to leaving a review. It is often impossible to remove reviews later, and some sites aggregate reviews from several platforms leading to your review appearing other places without your knowledge.

## **CONSENT TO ELECTRONIC COMMUNICATIONS**

Electronic communication with Resolute Counseling includes text messaging and email.

### Benefits of Electronic Communication

Email and text messaging can be useful ways to communicate about appointments and billing or to occasionally share information between appointments. Email is also a convenient way for your therapist to communicate with other parties (ex. school, caseworkers, etc.). Therapy Notes (our Electronic Medical Records System) can automatically send appointment reminders through email and/or text, which many clients find helpful.

Each therapist has a secure email account through Proton Mail, that can send encrypted emails.

### Limits to Electronic Communication

Electronic communication is not a replacement for face-to-face therapy. Detailed or sensitive conversations should be reserved for in-person meetings. Electronic communication should never be used to communicate in the case of an emergency. While our therapists try to return messages in a timely manner, they are often in appointments throughout the day and may not check their messages outside of regular business hours. Please do not expect an



immediate response to electronic communication. *Please note: All electronic communication will become part of your clinical record.*

## **FEES AND PAYMENT FOR SERVICES**

You may be required to pay for services and other fees. You will be provided with these costs prior to beginning therapy, and should confirm with your insurance if part or all of these fees may be covered. You should also know about the following:

- No-Show and Late Cancellation Fees
- If you are unable to attend therapy, you must contact your Provider before your session. Otherwise, you may subject to fees outlined in your fee agreement. Insurance does not cover these fees. The cost of No-Show and Late Cancellation Fees is \$50.00 per occurrence.
- Balance Accrual
- Full payment is due at the time of your session. If you are unable to pay, tell your Provider. Your Provider may offer payment plans or a sliding scale. If not, your Provider may refer you to other low- or no-cost services. Any balance due will continue to be due until paid in full. If necessary, your balance may be sent to a collections service.
- Administrative Fees
- Your Provider may charge administrative fees for writing a letter or report at your request; consulting with another healthcare provider or other professional outside of normal case management practices; or for preparation, travel, and attendance at a court appearance. These fees are listed in the fee agreement. Payment is due in advance. The cost for court consultation is \$300.00 per hour and this includes but is not limited to: file preparation, travel time, waiting time in court room, testimony, communication with legal counsel(s).
- Insurance Benefits
- Before starting therapy, you should confirm with your insurance company if:
  - Your benefits cover the type of therapy you will receive;
  - Your benefits cover in-person and telehealth sessions;
  - You may be responsible for any portion of the payment; and
  - Your Provider is in-network or out-of-network.
- Sharing Information with Insurance Companies
- If you choose to use insurance benefits to pay for services, you will be required to share personal information with your insurance company. Insurance companies keep personal information confidential unless they must share to act on your behalf, comply with federal or state law, or complete administrative work.
- Covered and Non-Covered Services
- When your Provider is in-network, they have a contract with your insurance company. Your insurance plan may cover all or part of the cost of therapy. You are responsible for any part of this cost not covered by insurance, such as deductibles, copays, or coinsurance. You may also be responsible for any services not covered by your insurance.
- When your Provider is out-of-network, they do not have a contract with your insurance company. You can still choose to see your Provider; however, all fees will be due at the time of your session to your Provider. Your Provider will tell you if they can help you file for reimbursement from your insurance company. If your insurance company decides that they will not reimburse you, you are still responsible for the full amount.
- Payment Methods
- The practice requires that you keep a valid credit or debit card on file. This card will be charged for the amount due at the time of service and for any fees you may accrue unless other arrangements have been made with the practice ahead of time. It is your responsibility to keep this information up to date, including providing new information if the card information changes or the account has insufficient funds to cover these charges.

## **RELEASE OF INFORMATION TO INSURANCE**

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By signing this form, you authorize the release of information regarding your care to your insurance plan for payment of claims, certifications, health management decisions, and other purposes related to the administration of benefits of your insurance plan.

Your insurance plan may request medical records, including your treatment plan and therapy notes, in order to confirm that services are medically necessary and verify eligibility for payment. In order to bill insurance, your therapist must provide you with a mental health diagnosis.

### **EMERGENCY PROCEDURES**

If you need immediate assistance or if you have a crisis outside of normal business hours (Mon-Fri 8AM-5PM), please utilize Franklin County Crisis Intervention, which provides around the clock crisis coverage. Walk-in crisis services are available at Chambersburg Hospital Emergency Department. Crisis Intervention can also be reached by phone at 717-264-2555. In case of a life-threatening emergencies, call 911.

If you have thoughts or plans of hurting yourself or others, it is important to share this information with your clinician. Your therapist will help you to create a plan intended to keep you and others safe, as well as reduce the need for crisis care.

### **COMPLAINTS**

If you feel your Provider has engaged in improper or unethical behavior, you can talk to them, or you may contact the licensing board that issued your Provider's license, your insurance company (if applicable), or the US Department of Health and Human Services.

### **ACKNOWLEDGEMENT**

My signature on this document represents that I have received the Consent for Services form and that I understand and agree to information therein.

**Printed name of Client, if older than 14 years old**

\_\_\_\_\_

**Signature or Client, if older than 14 years old**

\_\_\_\_\_

Date: \_\_\_\_\_



***For clients younger than 14 years old:***

Client is a minor under the age of 14 years old OR

Client is unable to sign - reason \_\_\_\_\_

\_\_\_\_\_  
Signature of legal guardian or representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

**Relationship to client:**

Parent

Legal Guardian

Other: \_\_\_\_\_