

Great Bay Mental Health Associates, Inc.
Notice to Clients and Consent to Mental Health Treatment Agreement
Elaine Benson, LMHC

Patient Name (please print): _____

Welcome to the therapy services of Great Bay Mental Health Associates, Inc (GBMHA). This document contains important information about my professional services and the business policies of GBMHA. Although these documents are long and sometimes complex, it is very important that you read them carefully before the next session. You can discuss any questions you have about the procedures at that time. When you sign this document, it will also represent an agreement between us for psychotherapy and other related behavioral health services GBMHA may provide during the course of your treatment. You may revoke your authorization under this Agreement in writing at any time.

PSYCHOLOGICAL SERVICES

I am a licensed Mental Health Counselor in the State of New Hampshire. My license number is 314. My work is consistent with all applicable state laws as well as the professional ethical standards of the American Counseling Association. My license is displayed in my office and a copy of the professional code of ethics of the American Counseling Association is displayed in the waiting area. Please read it carefully and discuss any questions you have before signing below.

Psychotherapy is not easily described in general statements. It varies depending on the personalities of the therapist and patient, and the particular problems you are experiencing. There are many different methods I may use to deal with the problems that you hope to address. My training includes behavioral therapy to help people develop more effective coping skills for depression, anxiety and anger management.

My style as a therapist is to be fully engaged in the therapeutic relationship, sharing thoughts, ideas and interests and helping clients stay focused on reaching their goals. Since the recovery process is essentially spiritual and creative, I encourage my clients to use the power of their minds and imaginations in the healing process.

Psychotherapy is not like a medical doctor visit. Instead, it calls for a very active effort on your part. In order for the therapy to be most successful, you will have to work on things we talk about both during our sessions and at home.

Psychotherapy can have benefits and risks. Since therapy often involves discussing unpleasant aspects of your life, you may experience uncomfortable feelings like sadness, guilt, anger, frustration, loneliness, and helplessness. On the other hand, psychotherapy has also been shown to have many benefits. Therapy often leads to better relationships, solutions to specific problems, and significant reductions in feelings of distress. But there are no guarantees of what you will experience.

I will also not treat patients who arrive intoxicated or high. My policy is to contact a family member should you arrive in this state, request your keys if you drove to my office impaired and call medical services if necessary.

Pursuant to the New Hampshire Mental Health Bill of Rights, clients have certain rights. A copy of the Mental Health Bill of Rights is posted in the waiting room at our health care facility. You may receive a copy of these rights at your request.

MEETINGS

Our first two sessions will involve an evaluation of your needs. By the end of the evaluation, I will be able to offer you some first impressions of your symptoms and an initial treatment plan. If psychotherapy is begun, sessions will be scheduled for a 50 minute duration at a frequency level to be determined depending on your clinical needs, your preference, and insurance or other financial limits. This plan will be modified depending on your progress and input. You are welcome to speak with me if you have questions about my procedures whenever they arise. At any point, you are able to stop treatment if you wish. **Once an appointment hour is scheduled, I will reserve the full time for you. As such, you will be expected to pay for it unless you provide 24 hours advance notice of cancellation [unless we both agree that you were unable to attend due to circumstances beyond your control. It is important to note that insurance companies do not provide reimbursement for cancelled sessions. Repeated missed appointments may necessitate termination of treatment.**

PROFESSIONAL FEES

My evaluation fee is \$130.00 and my hourly fee is \$115.00. In addition to weekly appointments, I charge this amount for other professional services you may need, though I will break down the hourly cost if I work for periods of less than one hour. Other services include report writing, telephone conversations lasting longer than 10 minutes, consulting with other professionals with your permission, preparation of records or treatment summaries, and the time spent performing any other service you may request of me. If you become involved in legal proceedings that require my participation, you will be expected to pay for all of my professional time, including preparation and transportation costs, even if I am called to testify by another party. [Because of the difficulty of legal involvement, I charge \$200.00 per hour for preparation and attendance at any legal proceeding.]

Contact with outpatient providers, doctors and/or letters to such providers; will be charged separately on a prorated basis, and must be paid out of pocket by the client. I will discuss any additional charges up front with the client prior to billing for such services.

CONTACT INFORMATION

The office staff is generally available from 8 to 5:00 weekdays. Due to my work schedule, I am often not immediately available by telephone. While I am usually in my office on Wednesdays and Thursdays, 8-5pm, I probably will not answer the phone when I am with a patient. When I am unavailable, my telephone is answered by the secretary or answering machine. For emergencies call our main number, push 0 and wait for either the secretary or (if after hours and following a delay of several seconds) the answering service. Make sure to indicate this is an emergency and I or the covering clinician will be paged. Emergencies are such situations which involve immediate physical harm to yourself or someone else. For all other calls, I will generally return these at the end of the office days I am present. If I am off for the day or away, I will usually indicate this on my voice mail. Snow cancellations will be also announced via voice mail greeting. **Please make sure to leave your phone number on your message, and if you are difficult to reach, please inform me of some times when you will be available.** If you are unable to reach me and feel that you can't wait for me to return your call, contact your family physician or the nearest emergency room. If I will be unavailable for an extended time, I will provide you with the name of a colleague to contact, if necessary.

LIMITS ON CONFIDENTIALITY

Your file contains written information about our work with you, including an initial assessment, progress notes, signed releases of information, and summary information. You have the right to access and review

your records upon request.

Under New Hampshire law, communications between a client and a licensed clinical Mental Health Counselor are privileged (confidential) and may not be disclosed without the specific authorization of the client or the parent or legal guardian of the minor client, except under specific, limited circumstances. For example, client information may be shared with others only with your written permission, through a court order, or when otherwise required by law to be disclosed (see “Reporting Requirements” below). Records may also be subject to audit by regulatory authorities. We also may disclose your personal health information as minimally necessary for your treatment and to process payment for your treatment, such as to submit necessary information to insurance companies.

I may occasionally find it helpful to consult other health and mental health professionals about your case to obtain an independent decision. During a consultation, I do not disclose the identity of my client. The other professionals are also legally bound to keep the information confidential. By signing this document, you are acknowledging that you understand that I may discuss your case in consultation and/or supervision and do not object to my doing so.

REPORTING REQUIREMENTS

Among the exceptions to confidentiality are New Hampshire reporting laws, which require licensed therapists to report to the appropriate authorities certain types of conduct. For example, any person who suspects a child or incapacitated adult has been abused, neglected or exploited must report to state authorities. Licensed therapists are required to warn the police or likely victims of a client’s “serious threat of physical violence” to a person or property. There are also other reporting laws.

Additionally, there are some situations where I am permitted or required to disclose information without either your consent or Authorization:

- If you are involved in a court proceeding and a request is made for information concerning the professional services that I provided you and/or the records thereof, such information is protected by the New Hampshire law. I cannot provide any information without your written authorization, or a court order. If you are involved in or contemplating litigation, you should consult with your attorney to determine whether a court would be likely to order me to disclose information.
- If a government agency is requesting the information for health oversight activities, I may be required to provide it.
- If a patient files a complaint or lawsuit against me, I may disclose relevant information regarding that patient in order to defend myself.

While this written summary of exceptions to confidentiality should prove helpful in informing you about potential problems, it is important that we discuss any questions or concerns that you may have now or in the future. The laws governing confidentiality can be quite complex, and I am not an attorney. In situations where specific advice is required, formal legal advice may be needed.

PROFESSIONAL RECORDS

The laws and standards of my profession require that I keep Protected Health Information about you in your Clinical Record. You or anyone that you authorize by a written authorization for release of information, may examine and/or receive a copy of your Clinical Record if you request it in writing. Because these are professional records, they can be misinterpreted and/or upsetting to untrained readers. For this reason, I recommend that you initially review them in my presence, or have them forwarded to another mental health

professional so you can discuss the contents. Medical Records are the property of GBMHA. If I cease practicing with GBMHA, your medical records will remain the property of GBMHA.

CONFLICTS OF INTEREST

New Hampshire is a small state. From time to time, actual or potential conflicts of interest may arise. In the event that I become aware of a conflict of interest in providing treatment to you, I may be required to refer you to another therapist. Regardless of the existence of a conflict of interest, you can be assured that any information will remain confidential.

ELECTRONIC COMMUNICATIONS

GBMHA cannot guarantee the confidentiality of electronic (e.g., by facsimile or email) communications. If you do not consent to electronic communications, please inform your therapist before beginning treatment, so we can determine how to proceed.

MINORS & PARENTS

Patients under 18 years of age who are not emancipated and their parents should be aware that the law allows parents to examine their child's treatment records unless I decide that such access is likely to injure the child. If the treatment is for drug dependency, parents may examine the records of children under age 12. Unless informed otherwise, I assume that every child has two parents with equal legal rights to initiate treatment, make treatment decisions, receive and disseminate information from the child's medical records, and communicate with me. Each parent is encouraged to keep the other parent informed of the decision to engage in the evaluation, the treatment plan, and the progress of their child. **Should one parents' rights be limited or terminated, or if a court has ordered that both parents must give consent for treatment, it is the parent's responsibility to provide documentation from the court showing the limits on, or termination of, parental rights.** I request that parents and children over 12 sign an additional contract (see attached).

BILLING AND PAYMENTS

You will be expected to pay for each session at the time it is held, unless we agree otherwise or unless you have insurance coverage that requires another arrangement. Payment schedules for other professional services will be agreed to when they are requested. If your account has not been paid for more than 60 days and arrangements for payment have not been agreed upon, I have the option of using legal means to secure the payment. This may involve hiring a collection agency or going through small claims court which will require me to disclose otherwise confidential information. In most collection situations, the only information I release regarding a patient's treatment is his/her name, the nature of services provided, and the amount due. [If such legal action is necessary, its costs will be included in the claim.]

INSURANCE REIMBURSEMENT

In order for us to set realistic treatment goals and priorities, it is important to evaluate what resources you have available to pay for your treatment. If you have a health insurance policy, it will usually provide some coverage for mental health treatment. I will fill out forms and provide you with whatever assistance I can in helping you receive the benefits to which you are entitled; however, you (not your insurance company) are responsible for full payment of my fees. It is very important that you find out exactly what mental health services your insurance policy covers. You should carefully read the section in your insurance coverage booklet that describes mental health services. If you have questions about the coverage, call your plan administrator.

"Managed Health Care" plans such as HMOs and PPOs often require authorization before they provide reimbursement for mental health services. These plans are often limited to short-term treatment approaches designed to work out specific problems that interfere with a person's usual level of functioning. It may be necessary to seek approval for more therapy after a certain number of sessions. While much can be accomplished in short-term therapy, some patients feel that they need more services after insurance benefits end. [Some managed-care plans will not allow me to provide services to you once your benefits end. If this is the case, I will do my best to find another provider who will help you continue your psychotherapy.]

You should also be aware that your contract with your health insurance company requires that I provide it with information relevant to the services that I provide to you, such as a clinical diagnosis. Sometimes I am required to provide additional clinical information such as treatment plans or summaries, or copies of your entire Clinical Record. In such situations this may include information you provide about your alcohol & drug use. I will make every effort to release only the minimum information about you that is necessary for the purpose requested. This information will become part of the insurance company files. Though all insurance companies claim to keep such information confidential, I have no control over what they do with it once it is in their hands. In some cases, they may share the information with a national medical information databank. I will provide you with a copy of any report I submit, if you request it. By signing this Agreement, you agree that I can provide requested information to your carrier.

Once we have all of the information about your insurance coverage, we will discuss what we can expect to accomplish with the benefits that are available and what will happen if they run out before you feel ready to end your sessions. It is important to remember that you always have the right to pay for my services yourself to avoid the problems described above [unless prohibited by contract].

I have read and understand and accept the provisions described in this Agreement.

Signature of Patient/Legal Representative

Date