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Notice to Clients and Consent to Treatment Agreement

The Board of Mental Health Practice regulations, including the Mental Health Bill of Rights, require that all licensed mental health professionals provide to you, our clients, certain basic information. To avoid confusion or misunderstanding, we are providing additional important information about our practice for your review and signature. Please read this document carefully and discuss any questions you have with your therapist before signing.

1. License and Code of Ethics

Your therapist is either licensed or working under a supervisor who is licensed in the state of New Hampshire. Any therapists not yet licensed are working towards that goal. We are governed by the Code of Ethics of the American Mental Health Counselors Association. Licenses are displayed in the therapists' main offices. A copy of the Code of Ethics is posted in the waiting room area.

2. Bill of Rights

A copy of the Mental Health Bill of Rights is included with this form and is posted on the wall in the waiting area. Please review the Bill of Rights carefully and let your therapist know if you have any questions.

3. Qualifications and Scope of Practice

Please take a copy of your therapist's profile located in the waiting area.

4. Confidentiality

Under New Hampshire law, communication between a client and a licensed psychotherapist is privileged (confidential) and may not be disclosed without the specific authorization from you, the client, except under specific, limited circumstances. For example, the privilege does not apply in a civil commitment proceeding in which the issue is whether the individual is a danger to self or to others. Records may also be subject to audit by regulatory authorities and to review by court order. If you are using insurance, your insurance company may also request that confidential information be given. Please discuss this issue with your therapist as well as with your insurance company.

The Health Insurance Portability and Accountability Act (HIPAA) of 1996 instituted privacy regulations that became effective 4/14/2003. Copies of our privacy practices are located with the "therapist profiles" in the waiting room. Please review and feel free to take a copy. You will also need to sign a form stating that this information has been made available to you.

5. Reporting Requirements

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

6. Minors

The treatment of a minor must be authorized by a parent or legal guardian (with limited exceptions). Therapeutic treatment will not proceed without consent from both parents. Although communication with adult clients is confidential, as previously described in this document, in the treatment of minors, parents (even non-custodial parents) have a right to access and to authorize release of the information. When a minor turns 18 years old, control of treatment, information and records transfers to him/her. If parents participate in sessions, they may also be clients.

7. Conflicts of Interest

From time to time, actual or potential conflicts of interest may arise. In the event that your therapist becomes aware of a conflict of interest in providing treatment to you, he/she 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 unless you sign a release stating otherwise.

8. Couples

Treatment records from couples's sessions contain information about each person. Therefore, both clients must understand and agree that treatment records will be released only by joint written consent. In the event of a disagreement, the records will not be released without a court order.

9. Group Therapy

Unlike individual treatment, confidentiality in group therapy is not protected by law. Group members must sign and abide by a written confidentiality agreement prior to participating in a group. Clients with concerns about confidentiality should discuss their concerns with their therapist or the group facilitator prior to beginning treatment.

10. Professional Boundaries

Licensed psychotherapists are obligated to establish and to maintain appropriate professional boundaries (relationships) with present and past clients (and, in some cases, client's family members). For example, therapists should not socialize or become friends with clients and should never become sexually involved with a client.

11. Consultation

Our therapists are committed to giving you the highest standard of care possible. In order to do so, case consultation and supervision are often utilized. Questions you may have regarding this practice and/or confidentiality should be discussed with your therapist.

12. Concerns or Complaints

If you have any concerns or complaints about the treatment you have received or about billing, please do not hesitate to raise them with your therapist and if need be, with the director.

If dissatisfied, complaints may be directed to the New Hampshire Board of Mental Health Practice, 117 Pleasant Street, L Level, Dolloff Bldg., Concord, NH, 03301, (603) 271-6762. FAX: (603) 271-3950

13. Cost of Professional Services

The billing rate is as posted. The billing policy is that payment is due when services are rendered. If we are a provider in your insurance program, we often submit claims directly and you need pay only your co-pay, which is due at each session. If we are not a provider, we ask that you submit a bill to your insurance and that you pay any deductible due. Occasionally insurance is very slow in paying. If your unpaid balance is too much in arrears, services may be suspended until the situation is resolved.

MEDICARE: Please be aware that we are **not** Medicare providers, **nor** can we bill **Medicare supplements**. If you go on Medicare during your course of treatment, you will need to be referred to another provider elsewhere if you wish to use your Medicare benefits.

With regard to minors with divorced parents, the financially responsible parent agrees to pay regardless of any disagreements with the other parent.

MISSED APPOINTMENTS: Sessions are by appointment only. If there are any cancellations or changes that you need to make to your scheduled appointment, at least a 24-hour notice is needed. Please note that if the 24-hour policy is not honored, a charge will be assessed. Insurance companies cannot be billed for missed appointments.

Please **initial** _____ I understand that we are not Medicare providers and that Medicare cannot be billed.

Please **initial** _____ I agree to be responsible for payment for the time reserved including any missed appointment(s).

14. Limits of Services

Unless specifically agreed to do otherwise, the therapist's role is to provide psychotherapy services, not to assess fitness for custody, not to serve as an advocate on other issues, and not to act as an expert witness.

15. Charges for Additional Services

In the event that you request or require your therapist, to provide ancillary professional services relating to his/her role as your therapist (or your child's), such as preparing a treatment summary, writing a report, preparing a deposition or attending a trial, you agree to compensate him/her, in advance, at the posted rate per hour, including travel time.

16. Diagnosis and Recommended Treatment

As part of your treatment (or that of your child), your therapist will discuss with you your diagnosis (or that of your child) along with a treatment plan, which includes an estimated length of therapy, as well as available alternatives. Please note the likely benefits and risks of treatment as follows:

"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 benefits for people who go through it. 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."¹¹

¹¹ Quote taken from Eric A. Harris, J.D., Ed.D. of the APA Insurance Trust

17. Professional Records

Your therapist maintains a file for each client or set of clients. The file includes intake, diagnosis, treatment plan, billing, consent to treatment, treatment notes, discharge summary and any other written or electronic information received from or about each client. Treatment notes include the date and time of each session and a brief summary of key facts and issues discussed as well as treatment recommendations. The client (or parent) is entitled to a copy of the records for a fee, which covers copying and administrative costs. If you wish to see a copy of your records, it is recommended that you review them with your therapist so that the contents can be discussed. In the unlikely event of death or disability of your therapist, record management responsibility is retained by the current director(s).

18. Limits of Availability and Provisions for Emergency Coverage

In the event of an emergency, reasonable effort will be made to contact your therapist during our regular office hours. Any time there is a life-threatening situation, you should call 911, go to your nearest emergency room, or call or text the NH Rapid Response Access Point at: 1-833-710-6477.

19. Managed Care

Most managed care companies limit the number of sessions that will be fully or partially reimbursed. Clients are encouraged to communicate directly with the managed care company about such limitations before starting treatment. Any concerns about the confidentiality of managed care records, including what happens to the information once diagnosis and treatment authorizations enter their computer, also should be directed to the managed care company.

20. Electronic Communications

Some insurance companies require that we send billing and other information electronically (that is, by facsimile or e-mail). The confidentiality of such communications cannot be guaranteed. If you do not consent to electronic communications, please inform your therapist immediately, before beginning treatment, so that determination about whether and how to proceed can be made. We do not accept or respond to electronic mail communications about treatment issues.

21. Your Health Is Your Responsibility

Therapy is a portion of your own personal life's journey in which you have invited your therapist to participate. Changes in your condition or life circumstances must be made known to your therapist. Honesty and cooperation with your treatment provider is imperative to work towards and to achieve treatment goals.

Acknowledgment and Acceptance

My signature indicates that I have read and understand this document. I also agree to abide by its terms and give consent for treatment.

Client (or parent/legal guardian) signature

Date

Client (or parent/legal guardian) signature

Date