

Merrimack Valley Counseling Association

Notice to Clients and Consent to Treatment Agreement

The Board of Mental Health Practice and Board of Psychologists regulations including the Mental Health Bill of Rights, require all licensed Mental Health professionals to provide clients certain basic information. Also, to avoid confusion or misunderstandings, we are providing additional important information about our practice for your review and agreement. Please read carefully and discuss any questions before initialing and signing below.

1. Our providers are licensed psychologists, licensed mental health counselors, licensed clinical social workers, licensed nurse practitioners, or licensed psychiatrists and we are governed by the Code of Ethics of the American Psychological Association, American Mental Health Counselors Association, Clinical Social Work Association, American Nurses Association or American Psychiatric Associations. Our NH licenses are generally displayed in the office where we most often practice and are available at all times. A copy of each ethics code is also available in our waiting room. Each provider will provide information regarding his/her training, qualifications, and experience at the initial meeting and upon request.

_____ (initials)

2. *Provider Qualifications and scope of practice:* Each provider will be happy to provide you with his/her qualifications and scope of practice. This information is also available via Merrimack Valley Counseling Association Brochures and website (<https://www.merrimackvalleycounseling.org/>) under the tab <clinicians>.

_____ (initials)

3. *Mental Health Bill of Rights:* Pursuant to the NH Mental Health Bill of rights, clients have certain rights. A copy of the Mental Health Bill of Rights is included with this form and posted in the waiting area. Please review the Bill of Rights carefully and let us know if you have any questions. _____ (initials)

4. *Diagnosis and Recommended Treatment:* As part of your (your child's) treatment, your provider will discuss your (your child's) diagnosis, proposed treatment plan, including an estimate of length of therapy, likely benefits and risks and available alternatives. 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. You should be aware that there are alternative types of services to those being offered by your practitioner. You may prefer to obtain services from someone other than your provider. You also have choices not to obtain any services. There are also risks and benefits associated with not pursuing any services. To the extent that you are interested in alternatives, you should discuss this with your provider. By signing this agreement, you are consenting to treatment with your provider. _____ (initials)

5. *Confidentiality:* Under New Hampshire law, communications between a client and licensed mental health provider (including on-call clinicians) are privileged/ confidential and may not be disclosed without specific authorization of the client except under specific, limited circumstances. For example: Privilege does not apply in a civil commitment proceeding (involuntary hospitalization) in which the issue is whether the individual is a danger to self or others or when a client is seeking treatment relating to a worker's compensation claim. Privilege does not apply in circumstances in which a client has filed a complaint with the governing board or a malpractice suit. Privilege does not apply to providing information to obtain payment for services from an insurance carrier (per client's agreement to receive/use insurance to cover the cost of services). Records may also be subject to audit by regulatory authorities. Among the exceptions to confidentiality, are New Hampshire reporting laws which require licensed mental health practitioners to report to the appropriate authorities certain types of conduct including suspected abuse, neglect, and exploitation of children and incapacitated adults. Licensed mental health practitioners are also required to warn the police or likely victims of serious threats of physical violence to a person or property. Your provider may release limited information without your consent to build a "safety net" to prevent suicide. On-call clinicians may provide information to your treating clinician to assist in follow-up with your care at upcoming appointments. As part of maintaining a valid license, your provider is required to discuss cases with colleagues. We may also obtain formal supervision on certain cases when we believe it is necessary. In these situations, we do not disclose the identity of the client. Our colleagues are, of course, legally bound to confidentiality as well. By signing this document, you are acknowledging that you understand that we may discuss your case in consultation and/or supervision and do not object to us doing so. _____ (initials)
6. *Court Ordered Treatment:* If you are seeing a provider due to a court order requiring you to seek treatment, it is our policy that we not proceed with treatment until we have received a copy of the court order and have an opportunity to review it. Because you have been ordered by the court to obtain treatment, there are limits to confidentiality in addition to the ones described above. For example, your provider may be obligated to file a report with the court that ordered you to seek treatment or with someone else. _____ (initials)

7. **MINORS:** Generally the treatment of a minor child (under the age of 18) must be authorized by a parent or someone else with legal authority. Parental control over a minor's treatment includes the authority to access or release the child's otherwise confidential treatment records. Even parents without residential responsibility (i.e., when the child is not living with the parent) for a child retain decision-making authority over the child's treatment and treatment records unless a court has ordered otherwise. When parents with decision-making authority cannot agree on access to or release of their child's confidential treatment information, a court will decide following a hearing. We believe it is best to identify and resolve potential parental agreements before treatment begins. Therefore, it is our policy to treat minors only with the consent of both parents, to the extent that both are available. If both are available but cannot reach agreement about treatment and access to records, it is the responsibility of parents to resolve their differences through a court hearing prior to instituting treatment. If one parent is unavailable and we determine that it is appropriate to proceed with the consent of only one parent, the absent parent will have a right to the child's treatment records upon request while the child is a minor unless there is a court order to the contrary. If continuation of treatment becomes an issue, it is the responsibility of the parents to resolve the disagreement in court. In New Hampshire, all information regarding your child's therapy record is considered privileged and therefore can only be released in limited circumstances. If there is a dispute about whether your child's records should be released, the court must determine what is in the child's best interests. It is your responsibility to ensure that this issue is brought to the court's attention. As your child's provider, we will be unable to provide therapy records to anyone until the court has determined what is in the child's best interest. Upon turning 18, the child gains control over treatment, information and records. In general, to preserve trust in the therapeutic relationship and encourage young people to openly express themselves in therapy, your child's provider will keep the contents of sessions with minors confidential and will only share safety concerns with parents. Parents may communicate any concerns they believe will help the young person's wellbeing by phoning your child's clinician or checking in with the clinician and the minor client at the beginning of any session. By signing this agreement, you are consenting to your child's treatment. _____ (initials)
8. *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 your provider becomes aware of a conflict of interest in providing treatment to you, we may be required to refer you to another provider. Regardless of any conflict of interest, you can be assured that any information will remain confidential. _____ (initials)
9. *Couples/Families:* Treatment records of couples/family sessions contain information about each person. All clients should be aware that each person has a right to obtain treatment records unless both clients agree that treatment records will only be released by joint consent. MVCA will generally not release couples/

family records without consent of all family members who have reached the age of majority without a court order. _____ (initials)

10. *Group Therapy*: Unlike individual treatment, confidentiality of group therapy is not privileged, and therefore is not protected by law. Group members must sign and abide by a written confidentiality agreement prior to participating in the group. Clients with concerns about confidentiality should discuss them prior to beginning group. _____ (initials)

11. *Professional Boundaries*: Licensed mental health providers are obligated to establish and maintain appropriate professional boundaries (relationships) with present and past clients (and in some cases client's family members). For example providers should not socialize or become friends with clients and should never become sexually involved with a client. _____ (initials)

12. *Concerns or Complaints*: We value you as a client and your input about your services. If you have a concern or complaint about your services, your provider will want to know and attempt to resolve any issues together. In the event that you are uncomfortable doing so or cannot resolve your concern with your provider, our executive director, Dr. William Flynn, Assistant Director, Dr. Lori Sipes, or Clinical Director, Stanley Fonder, will be happy to assist you in resolving any concerns. You may also contact:

- a. NH Board of Mental Health Practice, 117 Pleasant Street, Concord, NH 03301, (603) 271-6762;
- b. NH Board of Psychologists, 121 South Fruit Street, Concord, NH 03301
- c. NH Board of Nursing, 21 S. Fruit St., #15, Concord, NH 03301 (603) 271-2323
- d. NH Board of Medicine, 121 S. Fruit Street, Concord, NH 03301-2412 (603) 271-1203.

_____ (initials)

13. *Costs of Services*: Our fees vary by provider's professional discipline/training and you may ask for your provider's fee schedule at any time. Fees for each provider are determined by his/her credentials and are available from the administrative staff. Payment (including copays and deductibles) is due at the time of service. Should you need to cancel an appointment or change an appointment, we require 24 hour notification so that another client may have access to your provider. Your insurance will not cover any portion of the fees for a missed or cancelled appointment. Therefore, there is an \$80.00 charge for any appointment that you fail to keep or cancel without providing 24 hours' notice to us. This fee must be paid before we will schedule your next appointment. Sometimes, your insurance carrier will not agree to cover certain services. We will do our best to obtain prior authorization for services but it is your responsibility to pay for services that are provided to you that are not covered by your insurance carrier. _____ (initials)

14. *Managed Care*: Most managed care/insurance companies limit the number of sessions/ services which 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 should also be directed to the managed care company. You should be aware of the potential risks associated with any written diagnosis being submitted to your managed care company. If you do not want this information shared with your managed care company, we can discuss private payments. Occasionally, managed care companies request copies of treatment/progress notes as part of their quality assurance process/to insure that reimbursed services are being provided in agreement with policy declarations (i.e., an internal audit). Because provision of treatment notes on request is part of the client's agreement with their managed care company, it is the policy of MVCA to provide those notes on request. If you do not wish to have your treatment notes made available to a managed care company, please notify us as soon as possible so that private payment arrangements may be made in advance of the service being offered.
_____ (initials)

15. *Additional Services:* In the event that you request or require our provider by subpoena to provide ancillary services relating to our role as your (your child's) provider such as preparing a treatment summary, report writing, deposition, trial preparation and attendance, attendance at a school meeting (e.g., 504 or IEP), travel time, etc. you agree to compensate us in advance at the rate of \$200.00 per hour. _____ (initials)
16. *Testing/Assessment Services:* In general, insurance carriers do not provide coverage for your provider's time that is needed to score and interpret test results. It is your responsibility to pay for that work. Our fee for this service is \$175.00 per hour. We require a \$500.00 deposit from you before testing begin unless otherwise agreed by contract in advance. _____ (initials)
17. *Emergency Services:* In general, our providers work certain days and times and will schedule appointments with you during those times. Should you need to speak with a provider outside of your scheduled appointment, please call our main number (603) 888-4347 and our support staff will get a message to your provider. After hours and weekend calls will be referred to our "on call clinician". In general, we do not provide emergency services and if you are in a life-threatening situation or need emergency care, we ask that you go to the nearest emergency room or call 911. _____ (initials)
18. *Professional Records:* We maintain a record for each client/couple/family. This includes intake/diagnostic interview, diagnosis, treatment plans, billing, consent to treatment, treatment/progress notes and any other written or electronic information we receive about a client. Treatment notes include the date and time of service, and a brief summary of key facts and issues as well as treatment recommendations/interventions. 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, we recommend that you review them with your provider so

that we can discuss the contents. At your request, we can include your comments/ amendments in your record but cannot *change* professional records as this is illegal. _____ (initials)

19. *Electronic Communications*: Sometimes insurance companies require that we send billing and other information electronically (e.g., by fax or e-mail). Additionally, sometimes a provider will respond to your request for call-back by cell phone. We cannot guarantee the confidentiality of such communications. If you do not consent to electronic communications, please inform your provider immediately, before treatment begins, so that we can determine whether and how to proceed. We do not accept or respond to electronic mail communications about treatment issues. Please call our main number (603) 888-4347 and leave a message for your provider about treatment issues. _____ (initials)

20. *Coordinated Care*: Many mental health symptoms are caused or exacerbated by medical concerns. If you have not already done so, we *strongly* encourage you to make an appointment with your primary care physician/your child's pediatrician to discuss symptoms and rule out medical contributing factors within two weeks of your initial appointment with your provider. We also *strongly* encourage you to sign a release of information so that your physician and mental health provider may communicate and coordinate your care as needed. Also, if you are working with multiple MVCA providers, we *strongly* encourage you to sign consent for your providers to share information and coordinate your care. _____ (initials)

21. *Safety*: Maintaining safety of self and others is an important component of any mental health treatment. I hereby contract with my clinician to insure my own/my child's and other's safety and will not engage in self- or other-destructive behaviors that would put me/my child or others in imminent danger. I contract to call my therapist if I feel that I am in danger or pose a danger to others. If my therapist is not available, I agree to speak to the on-call clinician. If no direct contact is available, I agree to go to the nearest hospital emergency room. Southern NH Medical Center 603-577-2000 or 603-577-3728; St. Joseph's Hospital 603-882-3000. _____ (initials)

ACKNOWLEDGEMENT AND ACCEPTANCE

My signature below indicates that I have read and understand this document and agree to treatment under its terms.

Client/Parent/Guardian Signature

Date

Printed Name