

EXETER COUNSELING CENTER, PLLC

CLIENT INFORMATION AND SERVICE AGREEMENT

Welcome to our practice. Our website contains important information about our professional services and business policies, the Health Insurance Portability and Accountability Act (HIPAA), and the New Hampshire Mental Health Bill of Rights.

Please read the CLIENT INFORMATION AND SERVICE AGREEMENT and HIPPA PRIVACY NOTICE carefully. You may discuss any questions you have with your therapist before signing the service agreement on the registration page. Your signature represents an agreement between us. The New Hampshire MENTAL HEALTH BILL OF RIGHTS is also available at our offices for your review.

Counseling Services

Counseling or psychotherapy is not easily described in general statements. It varies depending on the personalities of the therapist and client, and the particular problems you are experiencing. There are many different methods that may be used to deal with the problems that you hope to address. 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.

Our first few sessions will involve an evaluation of your needs. At the end of the evaluation, your therapist will be able to offer you some first impressions of what the psychotherapy work will include. You should evaluate this information along with your own opinions of whether you feel comfortable working with your therapist. Therapy involves a large commitment of time, money, and energy, so you should be very careful about the therapist you select. If you have questions about any procedures, feel free to discuss these whenever they arise. If your doubts persist, please discuss these further with your therapist, including any alternative methods for resolving them.

Limits on Confidentiality

The law protects the privacy of all communications between a client and a therapist. In most situations, we can only release information about your treatment to others if you sign a written Authorization form that meets certain legal requirements imposed by HIPAA. There are other situations that require only that you provide written, advance consent. Your signature on this Agreement provides consent for those activities, as follows:

- We occasionally find it helpful to consult other health and mental health professionals about a case. During a consultation, every effort is made to avoid revealing the identity of a client. The other professionals are also legally bound to keep the information

confidential. If you don't object, you will not be informed about these consultations unless it is important to our work together.

- Exeter Counseling Center may contract with an outside billing service to submit charges to your insurance company. Protected information, such as name, diagnosis, and session date, needs to be provided to such a service for billing purposes. As required by HIPAA, a formal business associate contract will be in place to maintain the confidentiality of this data except as specifically allowed in the contract or otherwise required by law. Please contact your therapist if you have any questions regarding billing.
- If a client threatens to harm himself/herself, your therapist may be obligated to seek hospitalization for him/her, or to contact family members or others who can help provide protection

There are some situations where a therapist is 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 provided to you and/or the records thereof, such information is protected by the therapist-client privilege law. This information cannot be provided without your written authorization or a court order. If involved in or contemplating litigation, you should consult with your attorney to determine whether a court would be likely to order the disclosure of such information.
- If a government agency is requesting the information for health oversight activities, your therapist may be required to provide it.
- If a client files a complaint or lawsuit against a therapist, then relevant information regarding that client and the treatment may be disclosed for legal defense purposes.

There are some situations in which a therapist is legally obligated to take actions, when she/he deems it is necessary to attempt to protect others from harm, and some information about a client's treatment may need to be revealed to accomplish this. These situations are unusual in our practice.

- If a therapist has reason to suspect that a child has been abused or neglected, the law requires that she/he file a report with the Bureau of Child and Family Services. Once such a report is filed, additional information may be required as well.
- If a therapist suspects or has a good faith reason to believe that any incapacitated adult has been subjected to abuse, neglect, self-neglect, or exploitation, or is living in hazardous conditions, the law requires the filing of a report with the appropriate governmental agency, usually the Department of Health and Human Services. Once such a report is filed, additional information may be required as well.
- If a client communicates a serious threat of physical violence against self or a clearly identified or reasonably identifiable victim or victims, or makes a serious threat of substantial damage to real property, protective actions may be required. These actions may include notifying the potential victim, contacting the police, or seeking involuntary hospitalization for the client.

If such a situation arises, every effort will be made to fully discuss it with you before taking any action, and any disclosure will be limited to what is necessary.

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 in situations where specific advice is required, formal legal counsel may be needed.

Professional Records

The laws and standards of our profession require that Protected Health Information about you be kept in an individual Clinical Record. You 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, we recommend that you initially review them in the presence of your therapist, or have them forwarded to another mental health professional so you can discuss the contents. In the event you request the release of a copy of your Clinical Record, Exeter Counseling Center charges a copying fee of \$15.00 for the first 30 pages or 50 cents per page, whichever is greater.

Client Rights

HIPAA provides several rights with regard to your Clinical Records and disclosures of protected health information. These rights include the ability to request an amendment of your record; to request restrictions on what information from your Clinical Records is disclosed to others; to request an accounting of most disclosures of protected health information that you have neither consented to nor authorized; to a determination of the location to which protected information disclosures are sent; to having any complaints you make about our policies and procedures recorded in your records; and to a paper copy of this Agreement, the attached Notice form, and our privacy policies and procedures. Please feel free to discuss any of these rights with your therapist.

Professional Boundaries

In accordance with professional ethics codes, our therapists are committed to maintaining appropriate professional boundaries with all clients. As such, no personal or business relationships will be formed outside of the professional office environment. This standard also applies to online contact. In order to maintain a professional relationship and protect your confidentiality, we will not engage in social media interactions such as friending or communicating via online social networks.

NH Board of Mental Health Regulations

The New Hampshire Board of Mental Health Practice regulations require all licensed mental health professionals to provide clients with certain basic information, including the Mental Health Bill of Rights and information on each professional's qualifications, scope of practice, and code of ethics. A link to the Mental Health Bill of Rights is included on our website. Each clinician has a statement of their qualifications and scope of practice as well as a copy of their professional association's code of ethics available upon request and on our website, www.exetercounseling.com.

Office Hours

Our office hours are Monday through Friday, with varied hours for each therapist. Exceptions include holidays and scheduled vacations, of which you will be informed in advance.

Appointments

Counseling begins with an initial evaluation, which may last from 1 to 4 sessions. Sessions are typically 45-50 minutes long. Cancellations can disrupt the continuity of treatment and impede its progress. **Once an appointment is scheduled, you will be expected to pay for it unless you provide 24 hours advance notice of cancellation or 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.**

Telephone Messages

You will typically reach our voice mail system when you call. Please leave your confidential message in the appropriate mailbox, and we will return your call as soon as possible. If you cannot access the appropriate mailbox, stay on the line and you will be connected to our general mailbox. If you are difficult to reach, please leave some times when you will be available.

Electronic Communications

Increasingly, insurance companies require that we send billing and other information (e.g., treatment plans) electronically. Such communications may be through e-mail, facsimile, or a website. We cannot guarantee the confidentiality of such communications. If you do not consent to electronic communications, please inform your therapist immediately so that other arrangements can be made. Also, some of our therapist use email to more easily communicate about the scheduling appointments. Email is used for the scheduling of appointments only. Email is not to be used to communicate any clinical information. Requests for emergency or crisis services should be made directly by phone only. We cannot guarantee that our email accounts will be checked regularly.

Emergency Coverage

If you are in crisis, call our office, access your therapist's mailbox and follow the directions to access the emergency mailbox. Each therapist has an individual emergency mailbox; however, your call will be returned by whichever therapist is on call at that time. The fee for accessing the emergency mailbox is \$25.00. You will be charged a pro-rated fee of \$125.00 per hour for emergency phone contact. (Please note that this is not covered by insurance.) In the event of a serious emergency in which time critical, go directly to the nearest hospital emergency room or call 911.

Professional Fees and Payment Policies

Exeter Counseling Center will bill your insurance company for you; however, it is important to realize that insurance companies require diagnostic information before making any payments. Please speak to your therapist if you have any concerns. If we have contracted with your insurance carrier, you will be expected to pay any deductibles and/or co-payments at each

session. For non-contracted policies, you will be responsible for payment in full at the time of the visit, unless otherwise arranged with your therapist. For clients who either do not have insurance or elect to arrange for therapy on a self-pay basis, your therapist will discuss standard fees with you. There is a sliding fee scale available, at the discretion of your therapist, for those who qualify.

In addition to regular appointments, it is our practice to charge fees for other professional services you may need that extend beyond the standard therapy hour. Such services may include, but are not limited to, report writing, telephone conversations lasting longer than 15 minutes, professional consultations you have authorized, preparation of records, treatment plans and/or summaries. These services are not covered by your insurance company, and will be billed on a prorated basis consistent with our regular fees. If you become involved in legal proceedings that require your therapist's participation, you will be expected to pay for all of her/his professional time, including preparation and transportation costs, even if she/he is called to testify by another party. Because of the complexity of legal involvement, the charge will be 150% of our regular fee for preparation and attendance at any legal proceeding.

If your account has not been paid for more than 90 days and arrangements for payment have not been agreed upon, Exeter Counseling Center has the option of using legal means to secure payment. This may involve hiring a collection agency or going through small claims court, which will require the disclosure of otherwise confidential information. In most collection situations, the only information that is released regarding a client's treatment is his/her name, the nature of services provided, and the amount due. If such legal action is necessary, the costs incurred will be included in the claim.

Treatment of 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 and/or release the child's otherwise confidential treatment records. It is our policy to request an agreement from parents that they give up direct access to their child's records. If they agree, only general information about our work together will be provided and typically within a session with the minor present; however, if there is a high risk of seriously harm to self or someone else, parents will be notified. Upon turning 18, the child gains control over treatment, confidential information and records. Before giving parents any information, the therapist will discuss the matter with the child, if possible, and do her/his best to handle any objections the child may have.

In New Hampshire, all information regarding your child's therapy file is considered privileged and therefore can only be released in limited circumstances. If there is a dispute about whether your child's privilege records should be released, the court must determine what is in the child's best interest. It is your responsibility to ensure that this issue is brought to the court's attention. We will be unable to provide therapy files or information to anyone until the court has determined what is in the child's best interest.

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 both are available.