

# **WILLOWDALE COUNSELING CENTER, PLLC**

**322 AMHERST STREET  
NASHUA, N.H. 03063**

## **Consent for Treatment and Privacy Practices**

Therapy is a very personal experience. Your commitment to your own growth in this process will largely determine how much you will benefit from it. The following information will assist you in clarifying important parameters about your rights and responsibilities and your therapist's rights and responsibilities regarding the process of therapy. Please read this document carefully and discuss any questions you have before signing below.

### **1. LICENSE AND CODE OF ETHICS**

Timothy Bray is a licensed Psychologist, governed by the Code of Ethics of the American Psychological Association. His license is displayed in his office. Kristen Johnson is currently a candidate to receive her license as a Marriage and Family Therapist. Jama Colegrove is a Licensed Marriage Family Therapist. Cynthia Tidwell is also a Clinical Social Worker. Copies of their Codes of Ethics are available at all times in the waiting rooms. They will provide information regarding their training, qualifications and experience at the initial meeting and upon request.

### **2. QUALIFICATIONS AND SCOPE OF PRACTICE**

Timothy Bray received his Doctoral Degree in Clinical Psychology in 1998 from Fuller Theological Seminary. Kristen Johnson received her Masters Degree in Marriage and Family Therapy in 1998 from Gordon Conwell Theological Seminary. Jama Colegrove received her MS in Marriage and Family Therapy in 2001 from Central Connecticut State University. Cynthia Tidwell received her Master of Social Work Degree from Boston College in 1987. Their practice areas include individual psychotherapy for children, adolescents and adults, and psychotherapy for couples. Dr. Bray also provides psychological evaluations (intelligence, achievement and personality testing).

### **3. MENTAL HEALTH BILL OF RIGHTS**

Pursuant to the New Hampshire 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 someone know if you have any questions.

### **4. DIAGNOSIS AND RECOMMENDED TREATMENT**

As part of your (your child's) treatment, we will discuss with you your (your child's) diagnosis and our proposed treatment plan including our estimate of the length of therapy to the extent that is possible. 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 Willowdale. You may prefer to obtain counseling from someone else. You also have the choice not to obtain any counseling services. There are also risks and benefits associated with alternatives and with not pursuing any counseling. To the extent that you are interested in alternatives, you should discuss this with your counselor.

### **5. CONFIDENTIALITY**

Your sessions are confidential. Information about your therapy cannot be released without your specific authorization. However, your therapist may be required by law to reveal information under specific limited circumstances. For instance, we are obligated to disclose information if there is a valid court order requiring us to do so. In addition, the privilege does not apply in a civil commitment proceeding in which the issue is whether the individual is a danger to self or others, or when a client is seeking treatment related to a workers' compensation claim. Records may be subject to an audit by regulatory authorities. It is also important that you acknowledge that phone conversations over cell phones are not secure and therefore may not be confidential. You should also be aware that many reporting laws create exceptions, as is discussed further below.

As part of maintaining a valid license, we are required to regularly discuss cases with colleagues. We also obtain formal supervision in cases when we believe it is necessary. In these situations we do not disclose clients' identities. And, of course, colleagues and any formal supervisor are legally bound by confidentiality as well. By signing this document you are acknowledging that you understand that your case may be discussed in consultation and/or supervision and you do not object.

#### **6. REPORTING REQUIREMENTS**

Among the exceptions to confidentiality is New Hampshire reporting laws which require licensed psychotherapists 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 that information to state authorities. Licensed psychotherapists 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. If a person is a threat to him or herself, we would first attempt to notify family members. If we are unsuccessful with that then we will involve others, which could be the police or a local ambulance or rescue unit. By reviewing and signing this document you agree that this policy is acceptable to you.

#### **7. MINORS**

##### **FOR PARENTS**

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 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 both are available. If both are available but cannot reach agreement about treatment and access to records, it is the responsibility of the 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.

Upon turning 18, the child gains control over treatment, information and records.

##### **FOR MATURE MINORS**

Because you are a minor (under the age of 18), we cannot treat you without parental consent. Parental control over your treatment includes their right to access and release your medical records.

In very limited circumstances, a minor may prevent parental access to treatment records through a court hearing. In the event you object to either parent having access to your treatment records, we encourage you to raise this issue with your other parent or with a guardian ad-litem, if one has been appointed.

#### **8. COUPLES**

Treatment records of couples' sessions contain information about each person. Both clients should be aware that either person has a right to obtain treatment records unless both clients agree that treatment records will only be released by joint consent.

#### **9. COURT ORDERED TREATMENT**

If you are seeing someone at Willowdale 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 had an opportunity to review it. Because you have been ordered by the court to obtain treatment, there are limits on confidentiality in addition to the ones described in paragraph 5 entitled Confidentiality. For example, we may be obligated to file a report with the court that ordered you to seek treatment or with someone else.

#### **10. PROFESSIONAL BOUNDARIES**

Licensed psychotherapists are obligated to establish and maintain appropriate professional boundaries (relationships) with present or 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. CONCERNS OR COMPLAINTS**

If you have any complaints about the treatment you have received or about billing, you should not hesitate to raise them with us. You may also contact the New Hampshire Board of Mental Health Practice, 49 Donovan Street, Concord, NH 03301, 603-271-6762.

**12. COST OF PROFESSIONAL SERVICES**

The fee for a 45 to 50 minute session of psychotherapy is currently \$125 for Dr. Bray and \$110 for the other therapists. Please have your check ready at the beginning of the session so that time will not be used for fee payment. We employ a sliding scale to assist those clients who are not able to pay the standard rate. If your financial circumstances improve while you are paying an adjusted fee, your fee will be renegotiated. Should financial problems arise during your therapy it is possible to negotiate an adjusted fee. I agree to pay \_\_\_\_\_ per session for my therapy.

You will be charged your normal fee for any session that you cancel with less than 48 hours notice.

Phone consultations are charged at the same rate as sessions. The client is responsible for the phone call charges for these calls.

You, not the insurance company, are fully responsible for payment of fees for the sessions. Please clarify at the outset of therapy your responsibilities, if any, for billing or securing reimbursement from your insurance company.

**13. LIMITS OF SERVICES**

Unless specifically agreed to otherwise, our role is to provide psychotherapy services, not to assess fitness for custody, serve as an advocate on other issues or act as an expert witness.

**14. CHARGES FOR ADDITIONAL SERVICES**

In the event you request or require one of us to provide ancillary professional services relating to our role as your (or your child's) therapist, such as preparing a treatment summary, report writing, deposition or trial preparation and attendance, travel time, etc., you agree to compensate your counselor, in advance, at the rate of \$125 or \$110 per hour, depending on who your therapist is.

**15. LIMITS OF AVAILABILITY AND EMERGENCY COVERAGE**

In the event of an emergency, you may call your therapist on their emergency cell phone number, which is included in the message in their personal voice mail box. If you are experiencing a life threatening emergency you should go immediately to the closest emergency room. For non-emergencies, you may call (603) 881 – 7554 and leave a voice mail. We generally check messages daily on weekdays, but not on weekends.

**16. PROFESSIONAL RECORDS**

The office maintains a file for each client or set of clients. This includes intake, diagnosis, treatment plan, billing, consent to treatment, treatment notes, discharge summary and any other written or electronic information received from or about the 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, we recommend that you review them with your counselor so that you can discuss the contents. You will be billed your normal session fee (or the portion thereof) for time spent with your counselor reviewing the records with you.

## **Notice of Privacy Practices**

**THIS NOTICE DESCRIBES HOW MEDICAL INFORMATION ABOUT YOU MAY BE USED AND DISCLOSED AND HOW YOU CAN GET ACCESS TO THIS INFORMATION. PLEASE REVIEW IT CAREFULLY.**

### **Our commitment to your privacy-**

Our practice is dedicated to maintaining the privacy of your personal health information as part of providing professional care. We also are required by law to keep your information private. These laws are complicated and extensive, but we must give you this important information. This notice is a condensed version of the full, legally required notice of privacy practices (NPP) that you are welcome to read. It may be obtained by requesting a copy from your therapist. We cannot cover all possible situations here so please talk to our Privacy Officer (see end of this notice) about any questions or problems about this policy.

We will use the information about your health that we get from you or from others mainly to provide you with treatment, to arrange payment for our services, and for other business activities that are called, in the law, "health care operations." After you have read this brief NPP, we will ask you to sign a "Consent for Treatment" form to allow us to use and share your information. Please be advised that if you do not consent and sign this form, we cannot treat you.

If we or you want to use or disclose (send, share, release) your information for any other purposes, we will discuss this with you and ask you to sign a "Release Authorization" form to allow this.

Of course, we will keep your health information private but there are some times when the laws require us to use or share it. Please refer to our "Consent for Treatment" form under the subheading, "Confidentiality" for more details.

### **Your rights regarding your health information-**

- 1.** You can ask us to communicate with you about your health and related issues in a particular way or at a certain place that is more private for you. For example, you can ask us to call you at home, and not at work, to schedule or cancel an appointment. We will try our best to do as you ask.
- 2.** You have the right to ask us to limit what we tell people involved in your care or the payment for your care, such as family members and friends. While we don't have to agree to your request, if we do agree, we will keep our agreement except if it is against the law, or in an emergency, or when the information is necessary to treat you.
- 3.** You have the right to look at health information we have about you such as your medical and billing records. You can even get a copy of these records but we may charge you. Contact our Privacy Officer to arrange how to see your records. (See below.)
- 4.** If you believe the information in our records is incorrect or missing important information, you can ask us to make some kinds of changes (called amending) to your health information. You have to make this request in writing and send it to our Privacy Officer. You must tell us the reasons you want to make the changes.
- 5.** You have the right to a copy of this notice. If we change this NPP we will post the new version in our waiting area and you can always get a copy of the NPP from the Privacy Officer.
- 6.** You have the right to file a complaint if you believe your privacy rights have been violated. You can file a complaint with our Privacy Officer and with the Secretary of the Department of Health and Human Services. All complaints must be in writing. Filing a complaint will not change the health care we provide to you in any way.

If you have any questions regarding this notice or our health information privacy policies, please contact our Privacy Officer, who is Dr. Timothy Bray. He can be reached by phone at (603) 881-7554 or by mail at 322 Amherst Street, Nashua, NH 03063.

The effective date of this notice is September 1, 2003.

## N.H. Mental Health Bill of Rights

Revised Objection Response – 12/19/03

Readopt with amendment Mhp 502.02 effective 1/10/02 (Doc. #7625) to read as follows: Mhp. 502.02

(a) The Board shall provide each licensee with a client bill of rights to read as follows:

“This Mental Health Bill of Rights is provided by law to persons receiving mental health services in the State of New Hampshire. Its purpose is to protect the rights and enhance the well being of clients, by informing them of key aspects of the clinical relationship. As a client of a New Hampshire Mental Health Practitioner, you have, without asking, the right:

(1) To be treated in a professional, respectful, competent and ethical manner consistent with all applicable state laws and the following professional ethical standards:

- a- for psychologists, the American Psychological Association;
- b- for independent clinical social workers, the National Association of Social Workers;
- c- for pastoral psychotherapists; the American Association of Pastoral Counselors;
- d- for clinical mental health counselors, the American Mental Health Counselor Association; and
- e- for marriage and family therapists, the American Association for Marriage and Family Therapists.

(2) To receive full information about your treatment provider’s knowledge, skills, experience and credentials.

(3) To have the information you disclose to your mental health provider kept confidential within the limits of state and federal law. Communications between mental health providers and clients are typically confidential, unless the law requires their disclosure. Mental health providers will inform you of the legal exceptions to confidentiality, and should such an exception arise, will share only such information as required by law. Examples of such exceptions include but are not limited to:

- a- abuse of a child;
- b- abuse of an incapacitated adult;
- c- Health Information Portability and Accountability Act (HIPAA) regulation compliance;
- d- certain rights you may have waived when contracting for third party financial coverage;
- e- orders of the court; and
- f- significant threats to self, others, or property.

(4) To a safe setting and to know that the services provided are effective and of a quality consistent with the standard of care within each profession and to know that sexual relations between a mental health provider and a client or former client are a violation of the law (RSA 330-A:36).

(5) To obtain information, as allowed by law, pertaining to the mental health provider’s assessment, assessment procedures and mental health diagnoses (RSA 330-A:2 VI).

(6) To participate meaningfully in the planning, implementation and termination or referral of your treatment.

(7) To documented informed consent: to be informed of the risks and benefits of the proposed treatment, the risks and benefits of alternative treatments and the risks and benefits of no treatment. When obtaining informed consent for treatment for which safety and effectiveness have not been established, therapists will inform their clients of this and of the voluntary nature of their participation. In addition, clients have the right to be informed of their rights and responsibilities, and of the mental health provider’s practice policies regarding confidentiality, office hours, fees, missed appointments, billing policies, electronic communications, managed care issues, record management, and other relevant matters except as otherwise provided by law.

(8) To obtain information regarding the provision(s) for emergency coverage.

(9) To receive a copy of your mental health record within 30 days upon written request (except as otherwise provided by law), by paying a nominal fee designed to defray the administrative costs of reproducing the record.

(10) To know that your mental health provider is licensed by the State of New Hampshire to provide mental health services.

- a- You have the right to obtain information about mental health practice in New Hampshire. You may contact the Board of Mental Health Practice for a list of names, addresses, phone numbers and websites of state and national professional associations listed in Mhp 502.02(a)(1)(a -c).
- b- You have the right to discuss questions or concerns about the mental health services you receive with your provider.
- c- You have the right to file a complaint with the Board of Mental Health Practice.”

(b) A licensee shall post a copy of the above mental health bill of rights in a prominent location in the office of the mental health practitioner and provide a copy upon request.

(c) A licensee shall provide a copy of the mental health bill of rights to the client and/or agency if the assessment, consultation or intervention is provided outside the office.

CONSENT FOR TREATMENT AND PRIVACY PRACTICES

ACKNOWLEDGEMENT AND ACCEPTANCE

My signature below indicates that I have received a copy of and read and understand this document and agree to abide by its terms. I also have received, read and understand the New Hampshire Mental Health Bill of Rights.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date