

**WILLOWDALE COUNSELING CENTER, PLLC**  
**(603)881-7554**

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Nashua, NH 03063

**TREATMENT CONSENT FORM**

Welcome to Willowdale. We are honored you have chosen us to help you with your current problems or concerns. We know how difficult it can be to share personal issues with someone you don't yet know, but you can be sure the Willowdale staff will do their best to treat you with respect and make every effort to provide you with the best care possible.

This document (the Agreement) contains important information about our professional services and business policies. It also contains summary information about the Health Insurance Portability and Accountability Act (HIPAA), a federal law that provides privacy protections and client rights with regard to the use and disclosure of your Protected Health Information (PHI) used for the purpose of treatment, payment, and health care operations.

HIPAA requires that we provide you with a Notice of Privacy Practices (the Notice) for use and disclosure of PHI for treatment, payment, and health care operations. The Notice, which is attached to this Agreement, explains HIPAA and its application to your personal health information in greater detail. The law requires that we obtain your signature acknowledging that we have provided you with this information at the end of this session.

Although these documents are long and sometimes complex, it is very important that you read them carefully before our next session. We 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.

**PSYCHOTHERAPY SERVICES**

Psychotherapy is not easily described in general statements. It varies depending on the personalities of the provider and client and the particular problems you are experiencing. There are many different methods your provider may use 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.

Your first few sessions will involve an evaluation of your needs. By the end of the evaluation your provider will be able to offer you some first impressions of what your work will include and a treatment plan

to follow, if you decide to continue with therapy. You should evaluate this information along with your own opinions of whether you feel comfortable working with your provider. Therapy involves a large commitment of time, money, and energy; so you should be very careful about the provider you select. If you have questions about your provider's procedures, you should discuss them whenever they arise. If your doubts persist your provider will be happy to help you set up a meeting with another mental health professional for a second opinion.

### **PSYCHOPHARMACOLOGY SERVICES**

Medication has been widely used in our society as a means to successfully treat illness and disease for many years now. However, the use of psychiatric medication for mental health treatment is a relatively new science that continues to expand as research in mental health and neuropsychiatry has grown. Because psychiatric medication is an ever-growing science, medication management by individuals specializing in psychiatric medication has become a much-needed resource for treating people who struggle with their mental health.

As with any form of treatment, medication use can have its risks. Every effort will be made by your provider to determine other health risks, medication interactions, biological factors and potential side effects when considering psychiatric medication. Follow up visits are normally scheduled more routinely when starting a new medication to ensure it is being tolerated, this may also include labs or other procedures or screenings. For some people, finding the right medication takes place rather quickly; for others finding the right medication or combination of medication can be tedious and difficult. That is because when medication is prescribed, the provider needs to take into consideration many different factors that pertain to your specific health problems and lifestyle.

Your initial appointment with one of our nurse practitioners will involve a complete mental health history, a physical health history, as well as your social, educational, developmental, and family history. The practitioner will also collaborate with your Primary care physician or specialists or provide referrals to specialists as it pertains to your mental health.

Our society largely leans on "taking a pill" to improve health, however for mental health needs, research has shown the most effective treatment is through therapy or with a combination of therapy and medication depending on the need. For some people, medication may only be needed for a period of time after they have reached a stable mood. For others, medication may be needed throughout life to keep their mood stable and allow for optimal functioning. This would be an individualized decision made between the client, the client's provider, and mental health team.

### **MEETINGS**

Our providers normally conduct an evaluation that will last from 2 to 4 sessions. During this time, you can both decide if your provider is the best person to provide the services you need to meet your treatment goals. If psychotherapy is begun your provider will usually schedule one 50-minute session (one appointment

hour of 50 minutes duration) per week at a time you both agree on, although some sessions may be longer or more frequent. **Once an appointment is scheduled, you will be expected to pay for it unless you provide 24 hours advance notice of cancellation (unless you and your provider both agree that you were unable to attend due to circumstances beyond your control). The charge for a missed session is \$75. This fee should be paid by the next appointment. It is important to note that insurance companies do not provide reimbursement for cancelled sessions.** Whenever it is possible your provider will try to find another time to reschedule the canceled appointment.

When a medication evaluation appointment is cancelled or the client does not come to the appointment, that individual may be given a 30-day prescription. If that individual cancels or does not come to the next appointment no further prescriptions will be provided until that individual comes to an appointment with their provider.

### **TELEHEALTH**

Telehealth in our context means psychotherapy services or medication evaluation which happens remotely using some form of telecommunications technology, such as video conferencing or telephone. We will decide together which kind of Telehealth service to use. You may have to have certain computer or cell phone systems to use Telehealth services. You are solely responsible for any cost to you to obtain any necessary equipment, accessories, or software to take part in Telehealth. There are benefits and risks inherent in the use of technology for the delivery these types of services.

### **Risks & Benefits**

One of the benefits of Telehealth is that the client and clinician can engage in services without being in the same physical location. This can be helpful in ensuring continuity of care if the client or clinician moves to a different location, takes an extended vacation, or is otherwise unable to continue to meet in person. It is also more convenient and takes less time. Telehealth, however, requires technical competence on both our parts to be helpful.

Although there are benefits of Telehealth, there are some differences between in-person psychotherapy or medication management and Telehealth, as well as some risks. For example:

- Risks to confidentiality. Because Telehealth sessions take place outside of the clinician's private office, there is potential for other people to overhear sessions if you are not in a private place during the session. On our end we will take reasonable steps to ensure your privacy. But it is important for you to make sure you find a private place for your session where you will not be interrupted. It is also important for you to protect the privacy of your session on your cell phone or other device. You should participate in therapy only while in a room or area where other people are not present and cannot overhear the conversation.
- Issues related to technology. There are many ways that technology issues might impact Telehealth. For example, technology may stop working during a session, other people might be able to get

access to our private conversation, or stored data could be accessed by unauthorized people or companies.

- Crisis management and intervention. Usually, we will not engage in Telehealth with clients who are currently in a crisis situation requiring high levels of support and intervention. While engaging in Telehealth, we will develop an emergency response plan to address potential crisis situations that may arise during the course of your Telehealth work.
- Efficacy. Most research shows that Telehealth is about as effective as in-person psychotherapy. However, some clinicians believe that something is lost by not being in the same room. For example, there is debate about a clinician's ability to fully understand non-verbal information when working remotely. For this reason, a video call may be preferred over a phone meeting.

### **Emergencies and Technology**

Assessing and evaluating threats and other emergencies can be more difficult when conducting Telehealth than in traditional in-person therapy. To address some of these difficulties, we will create an emergency plan for this period while we are meeting via Telehealth. We will ask you to identify an emergency contact person who is near your location and who we will contact in the event of a crisis or emergency to assist in addressing the situation. We will ask that you sign a separate authorization form allowing your clinician to contact your emergency contact person as needed during such a crisis or emergency.

If the session is interrupted for any reason, such as the technological connection fails, and you are having an emergency, do not call back; instead, call 911, or go to your nearest emergency room. Call your clinician back after you have called or obtained emergency services.

If the session is interrupted and you are not having an emergency, disconnect from the session and your clinician will wait two (2) minutes and then re-contact you via the Telehealth platform on which we agreed to conduct therapy. If you do not receive a call back within two (2) minutes, then call your clinician on the main Willowdale phone number and leave a message in his/her voice mail box. If there is a technological failure and we are unable to resume the connection, you will only be charged the prorated amount of actual session time.

### **Appropriateness of Telehealth**

Because of the current COVID-19 health crisis, Telehealth is one method that we are employing to see our clients. We are also beginning to return to in-person sessions. Your clinician will determine the clinical appropriateness or need to be seen in person. If you are experiencing any COVID-19 symptoms and/or are sick, we ask that you do not come to an in-person appointment and contact your clinician to see if a Telehealth appointment can be arranged. When this crisis is over, we plan to resume in person sessions as our primary mode of seeing clients. However, there may be a need from time to time to schedule Telehealth sessions. If you wish to continue your sessions via Telehealth you will need to discuss that with your clinician to determine if that is the most appropriate means of doing your work.

## **LICENSE AND CODE OF ETHICS**

Willowdale employs several mental health professionals each with different licenses and training backgrounds. Information about each is included here so that you will be informed about their specific qualifications. Timothy Bray and Jillian Shillaber are licensed Psychologists. Kalyn Hubbard is a Licensed Clinical Mental Health Counselor. Cynthia Ludwick is a Board Certified Psychiatric Nurse Practitioner. Tammy Kiniry and Brigette Elgie are Licensed Marriage Family Therapists. Karen Foulke is certified as an Adult Psychiatric-Mental Health Clinical Nurse Specialist who has prescriptive authority. Their licenses are displayed in their offices and copies of their Codes of Ethics are available at all times in the waiting room. They will provide information regarding their training, qualifications, and experience upon request.

## **QUALIFICATIONS AND SCOPE OF PRACTICE**

Timothy Bray received his Doctoral Degree in Clinical Psychology in 1998 from Fuller Theological Seminary. His practice areas include individual psychotherapy for adolescent boys, adults and psychotherapy for couples. He also provides psychological evaluations (intelligence, achievement and personality testing.)

Jillian Shillaber received her Doctoral Degree in Counseling and School Psychology from the State University of New York at Buffalo SUNY in June 2007. Her practice areas include therapy for children, adolescents, college students, and adults.

Kalyn Hubbard received her Masters Degree in Counseling from Southern New Hampshire University in 2012. Her practice areas include individual psychotherapy for children and adolescents, family psychotherapy and psychotherapy for couples.

Cynthia Ludwick received her Masters of Science in Nursing from Rivier University in 2012. Her practice area is adult psychiatric pharmacology and adult psychotherapy.

Tammy Kiniry received her Masters of Arts in Marriage and Family Therapy from the University of Connecticut in 2003. Her practice areas include family therapy, parenting issues, and couples therapy.

Brigette Elgie received her Masters Degree in Counseling from Santa Clara University in 2003. Her practice areas include individual therapy for children and adults, family psychotherapy and psychotherapy for couples.

Karen Foulke received her Masters of Science in Nursing from Northeastern University in 1990. Her practice area is adult psychiatric pharmacology.

## **PROFESSIONAL FEES**

In general, the hourly fee for a therapy session is \$175, but that could vary depending on the type of service that is provided. Professional fees for medication management will vary depending on the service provided. If you have insurance coverage, then your individual responsibility for a session may only be a co-

pay, co-insurance or deductible. Please have your payment ready at the beginning of the session so that time will not be used for fee payment. In addition to weekly appointments, your provider will charge this amount for other professional services you may need, though he/she will break down the hourly cost if he/she works for periods of less than one hour. Other services may include but not be limited to 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. If you become involved in legal proceedings that require your provider's participation, you will be expected to pay for all of your provider's professional time, including preparation and transportation costs, even if your provider is called to testify by another party. (Because of the difficulty of legal involvement, Willowdale providers may charge \$250 per hour for preparation and attendance at any legal proceeding.)

The following outlines our policy for clients who have an outstanding balance of three or more months. For these clients, no future appointments will be scheduled and no new prescriptions will be provided (with the exception of the policy regarding missed medication appointments) until either the balance is paid off or a reasonable plan to bring the balance up to date is arranged (and followed). If the individual fails to follow that plan, no further appointments will be made until the balance is paid off.

The same fee rates will apply for Telehealth as apply for in-person psychotherapy. During this health crisis most if not all insurance or other managed care providers are covering Telehealth. Additionally, some are not charging co-pays. However, insurance or other managed care providers may not cover sessions that are conducted via telecommunication once this health crisis is over. If your insurance, HMO, third-party payor, or other managed care provider does not cover electronic psychotherapy sessions, you will be solely responsible for the entire fee of the session. Please contact your insurance company prior to your engaging in Telehealth sessions in order to determine whether these sessions will be covered.

### **CONTACTING YOUR PROVIDER**

Willowdale providers are not usually immediately available by telephone. While providers are typically in the office between 11 AM and 9 PM, they will understandably not answer the phone when in session with a client. When your provider is unavailable, the Willowdale telephone is answered by voicemail that is monitored frequently. Your provider will make every effort to return your call on the same day you make it, with the exception of weekends and holidays. If you will be difficult to reach, then please inform your provider of times when you will be available to accept a call.

Willowdale staff will only use email communication with your permission and only for administrative purposes unless we have made another agreement. This means that email exchanges with the office should be limited to administrative matters. This includes things like setting and changing appointments, billing matters, and other related issues. You should be aware that we cannot guarantee the confidentiality of any information communicated by email. Therefore, we will not discuss any clinical information by email and prefer that you do not either. Also, we do not regularly check our emails, nor do we respond immediately, so these methods should not be used if there is an emergency. Willowdale contracts with Valant for our

Electronic Health Records (EHR). Built into that system is a secure way to communicate via the Portal. We recommend that you choose that method of communicating with your clinician because it is HIPAA compliant. We have been advised by our Attorney not to communicate via text message due to concerns about lack of privacy and security of the message. Therefore, we do not communicate through that means and we ask you not to do that either.

Treatment is most effective when clinical discussions occur at your regularly scheduled sessions. But if an urgent issue arises, Willowdale has an On-Call Clinician who is available who you may contact at (603)484-3134. You may also call your family physician or the nearest emergency room. If your clinician will be unavailable for an extended time, he or she will inform you of that and you may contact the On-Call Clinician in the event of an urgent matter.

### **LIMITS ON CONFIDENTIALITY**

The law protects the privacy of all communications between a client and a mental health provider. In most situations your provider 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, which may include but are not limited to information, as follows:

- Your provider may occasionally find it helpful to consult other health and mental health professionals about a case. During such a consultation your provider will make every effort to avoid revealing the identity of the client. The other professionals are also legally bound to keep the information confidential. If you don't object, your provider will not tell you about these consultations unless he/she feels that it is important to your work together. Your provider will note all consultations in your Clinical Record (which is called "PHI" in the Notice of Provider's Policies and Practices to Protect the Privacy of Your Health Information).
- You should be aware that Willowdale employs several mental health professionals and administrative staff. In most cases your provider will need to share protected information with these individuals for both clinical and administrative purposes such as scheduling, billing and quality assurance. All of the mental health professionals are bound by the same rules of confidentiality. All staff members have been given training about protecting your privacy and have agreed not to release any information outside of the practice without the permission of a professional staff member.
- Willowdale also has a contract with a computer consultant. As required by HIPAA, Willowdale has a formal business associate contract with this business, in which they promise to maintain the confidentiality of this data except as specifically allowed in the contract or otherwise required by law. If you wish, your provider can provide you with the names of this consultant and/or a blank copy of this contract.

- Disclosures required by health insurers or to collect overdue fees are discussed elsewhere in this Agreement.
- If a client threatens to harm himself/herself your provider may be obligated to seek hospitalization for him/her or to contact family members or others who can help provide protection. This could include the police or a local ambulance or rescue unit.
- You should also be aware that phone conversations over cell phones are not secure and therefore may not be confidential. This is also true for communications via email.

There are some situations where your provider 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 that your provider has provided you and/or the records thereof, such information is protected by the provider-client privilege law. Willowdale cannot provide any information without your written authorization unless given 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 Willowdale to disclose information.
- 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 additional limits on confidentiality. For example, we may be obligated to file a report with the court that ordered you to seek treatment or with someone else.
- If a government agency is requesting the information, for health oversight activities, Willowdale may be required to provide it.
- If a client files a complaint or lawsuit against a Willowdale employee, he/she may disclose relevant information regarding that client, in order to defend him/her self.

There are some situations in which your provider is legally obligated to take actions, in order to attempt to protect others from harm; your provider may have to reveal some information about a client's treatment. These situations are unusual in this practice.

- If a Willowdale employee has reason to suspect that a child has been abused or neglected, the law requires that he/she file a report with the Division of Children, Youth and Families. Once such a report is filed, he/she may be required to provide additional information
- If a Willowdale employee 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 that a report is filed with the appropriate governmental agency, usually the Bureau of



Elderly and Adult Services. Once such a report is filed, Willowdale may be required to provide additional information

- If a client communicates a serious threat of physical violence against a clearly identified or reasonably identifiable victim or victims, or a serious threat of substantial damage to real property, Willowdale may be required to take protective actions. These actions may include notifying the potential victim, contacting the police, or seeking involuntary hospitalization for the client.

If any such situation arises, the Willowdale employee will make every effort to fully discuss it with you before taking any action and will limit any disclosure to what is necessary.

The staff of Willowdale have a legal and ethical responsibility to make their best efforts to protect all communications that are a part of our Telehealth services. However, the nature of electronic communications technologies is such that we cannot guarantee that our communications will be kept confidential or that other people may not gain access to our communications. We will do our best to use updated encryption methods, firewalls, and back-up systems to help keep your information private, but there is a risk that our electronic communications may be compromised, unsecured, or accessed by others. You should also take reasonable steps to ensure the security of our communications (for example, only using secure networks for Telehealth sessions and having passwords to protect the device you use for Telehealth).

While this written summary of exceptions to confidentiality should prove helpful in informing you about potential problems, it is important that you discuss with your provider any questions or concerns that you may have now or in the future. The laws governing confidentiality can be quite complex, and no Willowdale employee is an attorney. In situations where specific advice is required formal legal advice may be needed.

## **PROFESSIONAL RECORDS**

You should be aware that, pursuant to HIPAA, Willowdale keeps Protected Health Information about you in two sets of professional records. One set constitutes your Clinical Record. It includes information about your reasons for seeking therapy, a description of the ways in which your problem impacts on your life, your diagnosis, the goals that we set for treatment, your progress towards those goals, your medical and social history, your treatment history, any past treatment records received from other providers, reports of any professional consultations, your billing records, and any reports that have been sent to anyone, including reports to your insurance carrier. In addition, your provider may also keep a set of Psychotherapy Notes. These Notes are for your provider's own use and are designed to assist him/her in providing you with the best treatment. While the contents of Psychotherapy Notes vary from client to client, they can include the contents of our conversations, an analysis of those conversations, and how they impact on your therapy. They also contain particularly sensitive information that you may reveal to your provider that is not required to be included in your Clinical Record.

These Psychotherapy Notes are kept separate from your Clinical Record. While insurance companies can request and receive a copy of your Clinical Record, they cannot receive a copy of your Psychotherapy

Notes without your signed, written Authorization. Insurance companies cannot require your Authorization as a condition of coverage nor penalize you in any way for your refusal. You may examine and/or receive a copy of both sets of records if you request it in writing.

Because these are professional records, they can be misinterpreted and/or upsetting to untrained readers. For this reason, Willowdale recommends that you initially review them in your provider's presence, or have them forwarded to another mental health professional so you can discuss the contents. (Your provider may sometimes be willing to conduct this review meeting without charge.)

In most circumstances, your provider is allowed to charge a copying fee of \$15.00 for the first 30 pages or .50 cents per page, whichever is greater (and for certain other expenses); provided, that copies of filmed records such as radiograms, x-rays, and sonograms shall be copied at a reasonable cost. The exceptions to this policy are contained in the attached Notice Form.

Telehealth sessions shall not be recorded in any way unless agreed to in writing by mutual consent. Your clinician will maintain a record of your session in the same way she/he maintains records of in-person sessions in accordance with Willowdale's policies.

#### **CLIENT 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 is posted in the waiting room. Please review the bill of rights carefully and discuss any questions that you may have with your provider. In addition, HIPAA provides you with several new or expanded rights with regard to your Clinical Records and disclosures of protected health information. These rights include requesting that your provider amend your record; requesting restrictions on what information from your Clinical Records is disclosed to others; requesting an accounting of most disclosures of protected health information that you have neither consented to nor authorized; determining the location to which protected information disclosures are sent; having any complaints you make about Willowdale's policies and procedures recorded in your records; and the right to a paper copy of this Agreement, the attached Notice form, and Willowdale's privacy policies and procedures. Your provider will be happy to discuss any of these rights with you.

#### **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 your provider or you may speak directly with Willowdale's director, Timothy Bray, PH.D. You may also contact the New Hampshire Board of Mental Health Practice, 49 Donovan Street, Concord, NH 03301, 603-271-6762. If you have any concerns or complaints about issues related to the privacy or security of your records you should not hesitate to raise them with us as well. In addition, the HIPAA notice form provides other avenues to pursue your concerns with respect to privacy issues.

## **MINORS & PARENTS**

Generally, the treatment of a minor child, someone who is under the age of 18 and who has not been emancipated, 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 disagreements 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**

If 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.

Because privacy in mental health treatment is often crucial to successful progress, particularly with teenagers, it is sometimes Willowdale's policy to request an agreement from parents that they consent to give up their access to their child's records. If they agree, during treatment, your provider will provide them only with general information about the progress of the child's treatment, and his/her attendance at scheduled sessions. Your provider will also provide parents with a summary of their child's treatment when it is complete. Any other communication will require the child's authorization, unless your provider feels that the child is in danger or is a danger to someone else, in which case, the provider will notify the parents of that concern. Before giving parents any information, the provider will discuss the matter with the child, if possible, and do his/her best to handle any objections that he/she may have.

## **COUPLES**

Treatment records of couple's 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.

## **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. (In circumstances of unusual financial hardship, your provider may be willing to negotiate a fee adjustment or payment installment plan.)

If your account has not been paid on for more than 60 days, and arrangements for payment have not been agreed upon, Willowdale has 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 Willowdale to disclose otherwise confidential information. In most collection situations, the only information Willowdale will release regarding a client's treatment is his/her name, the nature of services provided, and the amount due. (If such legal action is necessary then its costs will be included in the claim.)

## **INSURANCE REIMBURSEMENT**

In order for you and your provider 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. Your provider will fill out forms and provide you with whatever assistance he/she can in helping you receive the benefits to which you are entitled; however, you (not your insurance company) are responsible for full payment of Willowdale's 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. Of course, your provider will provide you with whatever information he/she can based on his/her experience and will be happy to help you in understanding the information you receive from your insurance company. If it is necessary to clear confusion, the Willowdale administrative staff will be willing to call the company on your behalf.

Due to the rising costs of health care, insurance benefits have increasingly become more complex. It is sometimes difficult to determine exactly how much mental health coverage is available. "Managed Health Care" plans such as HMOs and PPOs sometimes 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 clients feel that they need more services after insurance benefits end. (Some managed-care plans will not allow your provider to provide services to you once your benefits end. If this is the case, your provider will do his/her 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 Willowdale provides it with information relevant to the services that you have received. Willowdale is required to provide a clinical diagnosis. Sometimes Willowdale is required to provide additional clinical information such as treatment plans or summaries, or copies of your entire Clinical Record. In such situations, Willowdale 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 and will probably be stored in a computer. Though all insurance companies claim to keep such information confidential, Willowdale has 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. Willowdale will provide you with a copy of any report that has been submitted, if you request it. By signing this Agreement, you agree that Willowdale 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 Willowdale's services yourself to avoid the problems described above (unless prohibited by contract)\*.

## 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 providers; the American Association of Pastoral Counselors;
- d- for clinical mental health counselors, the American Mental Health Counselor Association; and
- e- for marriage and family providers, the American Association for Marriage and Family Providers.

(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, providers 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.

**Notice of the Policies and Practices of**  
**Willowdale Counseling Center, PLLC**  
**to Protect the Privacy of Your Health Information**

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

**I. Uses and Disclosures for Treatment, Payment, and Health Care Operations**

Willowdale and any of its staff members (hereinafter Willowdale) may *use or disclose* your *protected health information (PHI)*, for *treatment, payment, and health care operations* purposes with your *consent*. To help clarify these terms, here are some definitions:

- “*PHI*” refers to information in your health record that could identify you.
- “*Treatment, Payment and Health Care Operations*”
  - *Treatment* is when a Willowdale staff member provides, coordinates or manages your health care and other services related to your health care. An example of treatment would be when a staff member consults with another health care provider, such as your family physician or another therapist or Willowdale staff member.
  - *Payment* is when reimbursement is obtained for your health care. Examples of payment are when your PHI is disclosed to your health insurer to obtain reimbursement for your health care or to determine eligibility or coverage.
  - *Health Care Operations* are activities that relate to the performance and operation of the practice. Examples of health care operations are quality assessment and improvement activities, business-related matters such as audits and administrative services, and case management and care coordination.
- “*Use*” applies only to activities within the center such as sharing, employing, applying, utilizing, examining, and analyzing information that identifies you.
- “*Disclosure*” applies to activities outside of the center such as releasing, transferring, or providing access to information about you to other parties.

**II. Uses and Disclosures Requiring Authorization**

Willowdale may use or disclose PHI for purposes outside of treatment, payment, and health care operations when your appropriate authorization is obtained. An “*authorization*” is written permission above and beyond the general consent that permits only specific disclosures. In those instances when Willowdale is asked for information for purposes outside of treatment, payment and health care operations, a staff member

will obtain an authorization from you before releasing this information. Willowdale will also need to obtain an authorization before releasing your *psychotherapy notes*.

“*Psychotherapy notes*” are notes made about our conversation during a private, group, joint, or family counseling session, which has been kept separate from the rest of your medical record. These notes are given a greater degree of protection than PHI.

You may revoke all such authorizations (of PHI or psychotherapy notes) at any time, provided each revocation is in writing. You may not revoke an authorization to the extent that (1) Willowdale has relied on that authorization; or (2) if the authorization was obtained as a condition of obtaining insurance coverage, and the law provides the insurer the right to contest the claim under the policy.

### **III. Uses and Disclosures with Neither Consent nor Authorization**

Willowdale may use or disclose PHI without your consent or authorization in the following circumstances:

- **Child Abuse:** If there is a reason to suspect that a child has been abused or neglected, any Willowdale clinician is required by law to report this to the Bureau of Child and Family Services.
- **Adult and Domestic Abuse:** If there is suspicion or there is a good faith reason to believe that any incapacitated adult has been subject to abuse, neglect, self neglect or exploitation, or is living in hazardous conditions, any Willowdale clinician is required by law to report that information to the Commissioner of the Department of Health and Human Services.
- **Health Oversight:** If the New Hampshire Board of Mental Health is conducting an investigation, then Willowdale is required to disclose your mental health records upon receipt of a subpoena from the Board.
- **Judicial or Administrative Proceedings:** If you are involved in a court proceeding and a request is made for information about the professional services that a Willowdale clinician has provided you and/or the records thereof, such information is privileged under state law, and Willowdale may not release information without your written authorization, or a court order. The privilege does not apply when you are being evaluated for a third party or where the evaluation is court-ordered. You will be informed in advance, if this is the case.
- **Serious Threat to Health or Safety:** If you have communicated to a Willowdale staff member a serious threat of physical violence against a clearly identified or reasonably identifiable victim or victims, or if you have made a serious threat of substantial damage to real property, any Willowdale clinician is required by law to take reasonable precautions to provide protection from such threats by warning the victim or victims of your threat and to notify the police department closest to your



residence or the potential victim's residence, or obtain your civil commitment to the state mental health system. In addition, if you have communicated a serious threat of violence against yourself and you have not agreed to a safety plan, then others may be informed. Initially, this would be family members but could include the local police or ambulance or rescue unit.

There may be additional disclosures of PHI that we are required or permitted by law to make without your consent or authorization, however the disclosures listed above are the most common.

#### **IV. Patient's Rights and Willowdale Staff Member's Duties**

##### Patient's Rights:

- *Right to Request Restrictions* – You have the right to request restrictions on certain uses and disclosures of protected health information about you. However, Willowdale is not required to agree to a restriction you request.
- *Right to Receive Confidential Communications by Alternate Means and at Alternate Locations* – You have the right to request and receive confidential communications of PHI by alternative means and at alternative locations. (For example, you may not want a family member to know that you are seeing a Willowdale clinician. Upon your request your bills may be sent to another address.)
- *Right to Inspect and Copy* – You have the right to inspect or obtain a copy (or both) of PHI in the mental health and billing records used to make decisions about you for as long as the PHI is maintained in the record. Upon your request a Willowdale staff member will discuss with you the details of the request process.
- *Right to Amend* – You have the right to request an amendment of PHI for as long as the PHI is maintained in the record. Willowdale may deny your request. Upon your request a Willowdale staff member will discuss with you the details of the amendment process.
- *Right to an Accounting* – You generally have the right to receive an accounting of disclosures of PHI for which you have neither provided consent nor authorization on (as described in Section III of this Notice). Upon your request a Willowdale staff member will discuss with you the details of the accounting process.
- *Right to a Paper Copy* – You have the right to obtain a paper copy of the notice from Willowdale upon request even if you have agreed to receive the notice electronically.

#### Willowdale Staff Member's Duties:

- Willowdale is required by law to maintain the privacy of PHI and to provide you with a notice of the Center's legal duties and privacy practices with respect to PHI.
- Willowdale reserves the right to change the privacy policies and practices described in this notice. Unless you have been notified of such changes, Willowdale is required to abide by the terms currently in effect.
- If the Willowdale policies and procedures are revised you will be notified either in person in session by receiving a revised version with an explanation from your clinician or you will be mailed a copy.

#### **V. Questions and Complaints**

If you have questions about this notice, disagree with a decision a staff member has made about access to your records, or have other concerns about your privacy rights, you may contact Timothy Bray, Ph.D. who is the Privacy Officer for Willowdale Counseling Center, PLLC.

If you believe that your privacy rights have been violated and wish to file a complaint with Willowdale, you may send your written complaint to Timothy Bray, Ph.D., Privacy Officer, at Willowdale Counseling Center, PLLC, 322 Amherst Street, Nashua, N.H. 03063.

You may also send a written complaint to the Secretary of the U.S. Department of Health and Human Services. The person listed above can provide you with the appropriate address upon request.

You have specific rights under the Privacy Rule. No Willowdale staff member will retaliate against you for exercising your right to file a complaint.

#### **VI. Effective Date, Restrictions and Changes to Privacy Policy**

This notice will go into effect on 01/01/2010

Willowdale reserves the right to change the terms of this notice and to make the new notice provisions effective for all PHI that Willowdale maintains. Willowdale will provide you with a revised notice by either providing you with the new notice in session or by U.S. Mail.



CONSENT FOR TREATMENT AND PRIVACY PRACTICES

ACKNOWLEDGEMENT AND ACCEPTANCE

YOUR SIGNATURE BELOW INDICATES THAT YOU HAVE READ THIS AGREEMENT AND AGREE TO ITS TERMS AND ALSO SERVES AS AN ACKNOWLEDGEMENT THAT YOU HAVE RECEIVED THE HIPAA NOTICE FORM DESCRIBED ABOVE AND THE NEW HAMPSHIRE MENTAL HEALTH BILL OF RIGHTS.

YOUR SIGNATURE BELOW ALSO SERVES AS YOUR ACKNOWLEDGEMENT THAT YOU ARE FINANCIALLY RESPONSIBLE FOR ANY FEES FROM WILLOWDALE AND NOT YOUR INSURANCE COMPANY.

IN SIGNING YOU ALSO AGREE TO RECEIVE EMAIL CORRESPONDENCE FROM WILLOWDALE COUNSELING AT THE FOLLOWING EMAIL ADDRESS.

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Email Address

\_\_\_\_\_  
Date of Birth

\_\_\_\_\_  
Signature

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Date

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Print Name

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Signature

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Date

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Print Name