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Information for Prospective Clients
Prospective Client Information
Policy Regarding Missed Sessions
Notice of Privacy Policies for PHI
NH Mental Health Bill of Rights

Rev. 2/12

Welcome to our practice. We look forward to having the opportunity to work with you. This information answers some questions clients often ask about any therapy practice. The Board of Mental Health Practice in New Hampshire requires all licensed mental health professionals to provide clients with certain basic information. Also, in order to avoid confusion and prevent misunderstandings, we provide additional information about the practice for your review and agreement.

Please take the time to read this packet carefully prior to our next meeting and make note of any questions or concerns you may have regarding the material. During our visit, we will set aside ample time to discuss these matters and how they apply to your personal situation as well as to answer any and all questions to your satisfaction. At that time, you will be asked to sign the document. Your therapist will sign it as well. Please retain your copy so that you will be able to refer to it in the future. You may request an additional copy at any time.

1. LICENSE & CODE OF ETHICS: We are licensed mental health clinicians & candidates for licensure, governed by the Code of Ethics of our respective disciplines and the State of New Hampshire Board of Mental Health. Our licenses are displayed in our client offices. Copies of our Codes of Ethics are available at all times in the waiting room. We will provide specific information regarding our training, qualifications, and experience at our initial meeting and any time upon request.

- *Clinical Mental Health Counselors*, American Mental Health Counselors Association (AMHCA)
- *Psychologists*, American Psychological Association (APA)
- *Clinical Social Workers*, National Association of Social Workers (NASW)
- *Alcohol and Drug Counselors*, The Association for Addiction Professionals (NAADAC)

2. QUALIFICATIONS & SCOPE OF PRACTICE:

Psychologists (PhD, PsyD): The practice of our psychologists are limited to individual, couple's, family, and group psychotherapy, and psychological testing. Our psychologists works with children, adolescents, and adults. They do not provide forensic evaluations or prescribe medications.

Clinical Mental Health Counselors (LCMHC, CMHC)

Clinical Social Workers (LCSW)

The practices of our clinical mental health counselors and clinical social workers are limited to individual, couple's, family, and group psychotherapy. These clinicians work with children, adolescents, and adults. They do not provide forensic evaluations, psychological testing, or prescribe medications.

Alcohol and Drug Counselors (LADC)

The practices of our alcohol and drug counselors are limited to substance abuse evaluation and treatment, as well as treatment for co-occurring disorders. These clinicians work with adolescents and adults. They do not prescribe medications.

Our providers will be happy to speak with you further regarding their qualifications and you are also invited to review the information on our website: <http://www.nlcounselingassociates.com> .

3. MENTAL HEALTH BILL OF RIGHTS: The New Hampshire Mental Health Bill of Rights outlines certain rights of mental health counseling clients. We include a copy of this document in this packet and it is also posted in the waiting room and on our website. Please review the Bill of Rights carefully and let your therapist know if you have any questions.

4. DIAGNOSIS & RECOMMENDED TREATMENT: As part of your or your child's treatment, your therapist will discuss with you any diagnosis and proposed treatment plan including the estimate of the length of therapy. The first few sessions will involve an evaluation of your or your child's needs. By the end of the evaluation, your therapist will be able to offer you some impressions of what your work will include if you decide to continue in therapy. You should evaluate this information along with your own opinions of whether you feel comfortable working with this therapist. This is important to discuss and we encourage you always to bring forward any questions or concerns you have regarding our procedures or the therapy relationship itself.

As with any treatment, there are some risks as well as many benefits with therapy. You should think about both the benefits and risks when making any treatment decisions. For example, in therapy, there is a risk that clients will, for a time, have uncomfortable levels of sadness, guilt, anxiety, anger, frustration, loneliness, helplessness, or other negative feelings. Also, clients in therapy may have problems with people important to them. As we all are individuals in family and social systems, changes for ourselves are also changes within these systems. Sometimes, too, a client's problems may temporarily worsen after the beginning of treatment. Most of these risks are to be expected when people are making important changes in their lives. Finally, even with our best efforts, there is a risk that therapy may not work out well for you.

While you consider these risks, you should also know that the benefits of psychotherapy have been demonstrated in hundreds of well-designed research studies and have been reported anecdotally by many clients. Therapy often leads to better relationships, solutions to specific problems, and significant reductions in feelings of distress. We do not take on clients we do not think we can help. Therefore, your therapist will enter the relationship with optimism about your progress.

You should be aware that there are alternative types of services to those being offered by your therapist. You may prefer to obtain counseling from someone other than this clinician or at some other practice. You also have the choice not to obtain any counseling services. There are risks and benefits associated with treatment alternatives and with not pursuing any counseling. To the extent that you are interested in alternatives, you should discuss this with your therapist.

5. PSYCHOTHERAPY: Because you will be putting a good deal of time, money, and energy into therapy, you should choose a therapist carefully. We strongly believe you should feel comfortable with the therapist you choose, and hopeful about the therapy. When you feel this way, therapy is more likely to be very helpful to you. Let me describe how we see therapy.

Our therapeutic approaches emphasize collaboration and partnership. The work of therapy is active on both the part of the client and the therapist. The interventions that we utilize are prescribed carefully based on the individual client and his or her strengths and interests. Psychotherapy is not like visiting a medical doctor. It requires your very active involvement. It requires your best efforts to shift thoughts, feelings, and behaviors. This is one of the ways you are an active partner in therapy.

Formulating specific goals in therapy is an important aspect of the therapy itself. As a long-term goal, the hope is that an individual client will feel more effective and fulfilled in connections with others as well as in understanding him or herself. In our treatment plan we will list the areas to work on, our goals, the methods we will use, the time and money commitments we will make, and some other considerations. We expect that you and your therapist will agree on a plan that you will both work hard to follow. From time to time, you will look together at your progress and goals. As appropriate, changes will be made so that the goals reflect both the progress you have achieved as well as any other relevant changes.

6. APPOINTMENTS AND CANCELLATION POLICY: A cancelled appointment delays our work and progress and often prevents others from accessing available times. We will consider our meetings very important and ask you to do the same. Please try not to miss sessions if you can possibly help it.

We ask that you cancel appointments as soon as you know that you are unable to attend, preferably 48 hours ahead of your appointment. Once an appointment is scheduled, you will be expected to pay for it unless you provide at least 24 hours advance notice of your cancellation. ***Please be aware that this charge is not reimbursable by insurance.***

Counseling sessions are generally 50 minutes. We request that you do not bring children with you if they are young and need babysitting or supervision.

7. CONFIDENTIALITY: We will treat with great care all the information you share with your therapist. In general, law protects the privacy of all communications between a therapist and client. We can only release information about your work here with your written permission. But there are a few exceptions. These situations have rarely occurred in our practice. If they do arise, we will make every effort to fully discuss the issue with you prior to taking any action.

- In most legal proceedings you have the right to prevent us from providing any information about your treatment. In some proceedings involving child custody and those in which your emotional condition is an

important issue, a judge may order your therapist to testify if he/she determines that the issues demand it. The receipt of a subpoena alone without your consent to release information does not override the confidentiality requirement.

- There are some situations in which we are legally obligated to take action to protect others from harm, even if we have to reveal some information about the client's treatment. For example, if there is reason to suspect that a child, an elderly person, or a disabled person is being abused or neglected, we are required to make a report to the appropriate state agency.
- If we believe a patient is threatening serious bodily harm to another, we are required to take protective actions. These actions may include notifying the potential victim, contacting the police, or seeking hospitalization for the client.
- If the client threatens to hurt him/herself, your therapist may be obligated to seek hospitalization or arrange for an adequate safety plan with the client's family or supports.
- In order to meet the highest standards of care as well as comply with mandates of state licensure, your therapist may occasionally find it helpful to consult other professionals regarding a case. Every effort is made to avoid revealing identifying information. Of course, these professionals are also legally bound to keep information confidential. Your therapist also participates in regular consultation meetings with Counseling Associates' colleagues. In this consultation meeting identifying-information may be shared as we provide coverage in each other's absence. If you don't object, we will not typically tell you about these consultations unless we feel it is important to our work together. In the case that an individual client is known to one of the Associates, arrangements for alternate consultation may be arranged. Please discuss any such concerns with your therapist.

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 at our next meeting. Also, please review our attached Notice of Privacy Policies for additional information.

8. MINORS: A parent or guardian must authorize the treatment of a minor, with only limited exceptions. It is our preference to undertake treatment only with the consent of both parents, if possible, unless otherwise directed by the court. Clients under the age of 18 who are not emancipated and their parents should be aware that the law sometimes allows parents to examine their child's treatment records if this is determined to be in the best interest of the client. New Hampshire state law changes in accordance with the New Hampshire Supreme Court's "Berg" ruling in July, 2005, grant minors greater protections for privacy as psychotherapy clients. In addition, clients under the age of 18 may have privacy protection which may include, but is not limited to, information regarding drug use or dependency, reproductive health and HIV/AIDS status.

It is the policy of our practice to ask parents to agree to limited access to information minors share in session. If this agreement is made, we will provide parents with only general information about our treatment or a summary of treatment. The exception to this is if your therapist feels there is a high risk that a minor may seriously harm him or herself or someone else. Before giving parents any such information, the therapist will discuss the matter with the minor, if possible, and do his or her best to handle any objections.

To the extent that a parent or another adult shares information related to the minor, it is important that you understand that this information may be entered into the records.

9. COUPLES: Treatment records of couples' sessions contain information about each person. Both clients should be aware that either person has a right to obtain such records even though the records may be opened under one individual for billing purposes. We ask both clients agree that treatment records will only be released by joint consent. Such agreement is based on good faith. Both parties maintain legal access to such records.

10. CONFLICTS OF INTEREST: New Hampshire is a small state and many of us live in small communities. From time to time, actual or potential conflicts of interest may arise. In the event that we become aware of a conflict of interest in providing treatment to you, your therapist may be required to refer you to another therapist. Regardless of the existence of any such conflict, you can be assured that any information will be maintained as confidential.

11. COURT-ORDERED TREATMENT: If you are engaging services 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 the opportunity to review it. Because you have been ordered by the court to obtain treatment, there are limits on confidentiality in addition to those described above.

12. GROUP THERAPY: Unlike individual treatment, confidentiality of group therapy is not privileged and is, therefore, not protected by law. Group members must sign and abide by a written confidentiality agreement prior to participating in group. Clients with concerns about confidentiality should discuss them with the therapist prior to beginning such treatment.

13. PROFESSIONAL BOUNDARIES: Licensed psychotherapists are obligated to establish and maintain appropriate professional relationships and boundaries with both present and past clients, as well as, in some cases, with clients' family members. For example, therapists should not socialize or become friends with clients and should never become sexually involved with a client.

14. CONCERNS OR COMPLAINTS: If you have any complaints about the treatment you have received, about billing, or any other matter, you should not hesitate to raise them with your therapist. You may also contact: New Hampshire Board of Mental Health Practice 49 Donovan Street Concord, NH 03301 (603) 271-6762.

15. COST OF PROFESSIONAL SERVICES: Our current regular fees are as follows:

Regular therapy services: The initial visit is \$140.00. Subsequent sessions of 50 minutes are \$110.00. You will be expected to pay for each session at the time of service. We have found that this arrangement helps us stay focused on our goals, and so it works best. It also allows our practice to keep our fees as low as possible. We suggest you make out your check before each session begins, so that our time will be used to your maximum benefit. Alternative payment or fee arrangements must be worked out before the end of our first meeting. If you will be using health insurance benefits, you are requested to make any copayment at the time of service. You should contact your insurance company and review any pertinent policy documents so that you fully understand the coverage available to you and any limitations as the financially responsible party agrees to pay those charges not reimbursed by insurance. With regard to minors with divorced parents, the financially responsible parent agrees to pay regardless of any disagreement with the other parent.

Telephone consultations: Brief, routine contacts of up to 5 minutes will not be charged. Of course, there is no charge for calls regarding coordination of appointments. You may request other telephone consultations at times in our therapy. If so, we will charge you our regular fee, prorated over the time needed. If you request that we have telephone conferences with other professionals as part of your treatment, you will be billed for these at the same rate as for regular therapy services. These charges are not covered by health insurance. Routine contacts with other providers for coordination of care are *not* charged.

We will assume that our agreed-upon fee-paying relationship will continue as long as we provide services to you. We will assume this until you tell your therapist in person, by telephone, or by certified mail that you wish to end it. You have a responsibility to pay for any services you receive before you end the relationship.

Because we expect all payment at the time of our meetings, we usually do not send bills. However, if we have made special arrangements for us to bill you, we ask that the bill be paid within 5 days of receipt.

If you think you may have trouble paying your bills on time, please discuss this with your therapist. If your account has not been paid for more than 60 days, we have the option of using legal means to secure the payment.

If there is any problem with charges, billing, your insurance, or any other money-related point, please bring it to your therapist's attention. Your therapist will do the same with you. Such problems can interfere greatly with our work. They must be worked out openly and quickly.

16. LIMITS OF SERVICES: Unless specifically agreed to otherwise, the therapist's role is to provide psychotherapy services or psychological testing, *not* to assess fitness for custody, serve as an advocate or investigator on other issues, or act as an expert witness.

17. CHARGES FOR ADDITIONAL SERVICES: In the event a clinician is required by release of information request, subpoena or subsequent court order, to provide ancillary professional services relating to his or her role as your/your child's therapist, such as discussing your case with counsel either on the phone or in person, preparing a treatment summary, report writing, deposition, or trial preparation and attendance, travel time, etc., you agree to compensate your therapist, in advance, at the rate of \$110.00 per hour. Please be clear that such services are not covered by health insurance. Also please note that if your therapist is subpoenaed or otherwise required to participate in a legal proceeding as a result of providing professional services to you, you will be responsible for paying for all time

expended on preparation, transportation and testimony. This may be the case whether or not your therapist's participation is initiated at your specific request.

18. LIMITS OF AVAILABILITY AND PROVISIONS FOR EMERGENCY COVERAGE: We are often not available immediately by phone and we do not take calls when in session. When we are not available, you will be forwarded to your therapist's voice mail that he or she monitors frequently during business hours. We will make every effort to return your call promptly (please include your phone number in the message, even if you know we have it). We do our best to return calls within 24-hours on weekdays. You will be advised well in advance of any vacations or travel that will impact your therapist's usual availability.

Emergency coverage is coordinated between the Counseling Associates colleagues. In the case of urgent need, the clinician on-call can be reached through our answering service by dialing (802) 295-0257.

If your personal safety is threatened and immediate action is required, call 911 or your local emergency services number or go directly to your local emergency room.

19. PROFESSIONAL RECORDS: We maintain 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 duration of each session and a brief summary of key facts and issues discussed, as well as treatment recommendations. The client or parent of a minor is entitled to a copy of the records for a fee that covers copying and administrative costs. If you wish to see a copy of your records, we strongly recommend that you review them with your therapist so that we can discuss the contents.

It is our office policy to maintain client records safely and securely for as long as required by law, currently 7 years after the end of therapy. At that time, client records will be destroyed. If your therapist must discontinue your relationship because of illness, disability, or other presently unforeseen circumstances, Counseling Associates will maintain the confidentiality, preservation, and appropriate access of your records.

20. MANAGED CARE & HEALTH INSURANCE: Most managed care companies limit the number of sessions that will be fully or partially reimbursed. Clients are encouraged to communicate directly with the managed care company about such limitations before starting treatment. Any concerns about the confidentiality of managed care records should also be directed to the managed care company. Billing insurance companies requires submitting a psychiatric diagnosis. You should be aware of potential risks associated with any written diagnosis being submitted to your managed care company. Please understand that we have no control over how records are handled at the insurance company. If you do not want this information shared with your managed care company, we can discuss private payments.

21. PHYSICAL EXAMS: Regular medical care is extremely important in maintaining our physical and emotional well-being. If you have not had a basic physical examination in the past six months, we strongly advise you to schedule an appointment with your primary care physician as soon as possible. Often it is beneficial to coordinate services with your primary care provider in order to insure the best possible care.

22. ELECTRONIC COMMUNICATIONS: Some insurance companies require that we send billing and other information electronically (i.e. facsimile, e-mail). We cannot guarantee the confidentiality of such communications. If you do not consent to electronic communications, please inform your therapist immediately before beginning treatment so that we can determine whether and how to proceed.



Counseling Associates

Policy Regarding Missed Sessions Client Copy

Rev. 12/11

We believe that it is important for clients to attend all sessions scheduled for them. Missed or canceled sessions are counterproductive and increase the time it takes to bring about the changes that you entered counseling to make. We will work hard to honor the times we set aside to meet and ask you to do the same.

To prevent misunderstandings and confusion, we have found it is important to address this issue at the outset of treatment.

Counseling Associates has a standard 24-hour cancellation policy. Please notify your therapist as soon as you know you will be unable to keep an appointment and *at least* 24 hours, preferably 48 hours, in advance of the scheduled time. This will allow other clients to access this time as well as providing us ample time to find an alternative appointment for you.

The policy of this office is to charge for those missed sessions not canceled with 24-hours notice. *Please note: Insurance and managed care companies will not pay for sessions that you miss and it would be fraudulent for us to submit a claim for these.* You will be responsible for these charges and we will bill you directly.

It is always our intent to be fair in arrangements with clients. We hope you understand that we need to be vigilant about this policy to ensure that we can afford to continue serving the needs of the community. We are sorry, but this charge is **not** waived in the case of illness. This charge is only waived in the following cases:

- In the case of poor travel conditions due to weather that result in local school closings, this charge will be waived if you call to inform your therapist prior to your appointment time that you are unable to attend.
- If you are hospitalized unexpectedly, this charge will be waived.
- If there is a death in the family, this charge will also be waived.

I have read and understood the Policy Regarding Missed Sessions and have had all of my questions answered to my satisfaction. I understand that I will be billed for all missed sessions and late cancellations for which I have not given at least 24-hour notice according to the above guidelines. I understand that I am responsible for these charges and that insurance cannot be billed. I agree to pay for these sessions at the rate of:

- For Self-Pay clients: The usual rate paid per session.
- For Insurance clients: The usual & customary rate established by your insurance company. This includes the rate covered by insurance plus any co-pay.
- Other: _____

For Your Records

Notice of Counseling Associates' Practices Guarding Your Protected Health Information (PHI)

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

Our Responsibilities

We take the privacy of your health information seriously, and we are committed to protecting your health information. This Notice applies to all records of your care that we maintain, which contain your protected health information (PHI). Protected health information is psychological & medical information that identifies you or may provide a basis for identifying you. This Notice is provided to tell you about the duties and practices of Counseling Associates of New London with respect to your health information. We are required by law to provide you with this Notice, and we are required to follow the terms of the Notice that is currently in effect.

Changes to this Notice

This notice is effective October 22, 2004.

We may change our policies at any time. The changes will apply to PHI we already have as well as new information we receive. Before we make a change that may impact your understanding of our current privacy practices, we will change our Notice to reflect our current practice of protecting your PHI. You will be provided with a revised notice at your first visit to our office following this change.

How we may use and disclose your health information

The following categories describe and give examples of the different ways that we may use and disclose your health information with your consent for services. All of the ways we are permitted to use and disclose your information will fall within one of these categories.

Treatment We may use PHI about you to provide you with treatment. Treatment is considered to include those services in which we provide, coordinate, or otherwise manage your health care including coordination of services and consultation with designated health care providers, such as your primary care physician.

Payment We may use and disclose your PHI for payment purposes. We may bill and collect for the treatment and services we provide to you. We may send your PHI to an insurance company or third party for payment purposes including a collection service. For example, we may use and disclose your PHI for payment purposes if we contact your insurance company in order to determine eligibility or coverage.

Health Care Operations We may use and disclose your PHI for health care operations. These uses and disclosures are necessary to make sure that you receive competent, quality health care, and to maintain and improve the quality of health care that we provide. For example, we may use your PHI for performance improvement activities, which would contribute to our mission of providing mental health care of the highest quality to each patient.

Permitted Uses without Prior Authorization

We may use or disclose your PHI without your prior authorization for several other reasons. Subject to certain requirements, we may give out health information about you without prior authorization for public health purposes, abuse or neglect reporting, health oversight audits or inspections, and emergencies. We also disclose health information when required by law, such as in response to a request from law enforcement in specific circumstances, or in response to valid judicial or administrative orders.

To Avert a Serious Threat to Health or Safety We may use and disclose your necessary PHI when we believe it is necessary to prevent a serious threat to your health and safety or the health and safety of the public or another person. Any disclosure, however, would only be to someone able to help prevent or lessen the threat or to law enforcement authorities in particular circumstances.

Child Abuse If we have a reason to suspect that a child has been abused or neglected, we are mandated by law to report this to the Division of Children, Youth, & Families.

Adult & Domestic Abuse If we have reason to suspect that an incapacitated adult has been subject to abuse, neglect, self-neglect, hazardous living conditions, or exploitation, we are required by law to report that information to the Department of Health & Human Services.

Health Oversight If the New Hampshire Board of Mental Health is conducting an investigation, then we are required to disclose your mental health records upon 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 we have provided you and/or the records thereof, such information is privileged under state law, and we may not release information without your written authorization. The privilege does not apply if this information is required by court order.

Military If you are a member of the armed forces (domestic or foreign), we may release your PHI as required by domestic military command authorities for domestic armed forces and by foreign military authority for foreign armed forces.

National Security and Intelligence Activities We may release your PHI to authorized federal officials for lawful intelligence, counterintelligence, and other national security activities authorized by law.

Protective Services for the President and Others We may disclose your PHI to authorized federal officials so they may provide protection to the President, other authorized persons or foreign heads of state or for the conduct of special investigations.

Third Parties We may disclose your PHI to third parties with whom we contract to perform services on our behalf. If we disclose your information to these entities, we will have an agreement with them to safeguard your information.

Other Uses of Health Information

Other uses and disclosures of health information not covered by this Notice or the laws that apply to us will be made only with your written authorization. If you provide us authorization to use or disclose your PHI, you may revoke that authorization, in writing, at any time. If you revoke your authorization, we will no longer use or disclose PHI about you for the reasons covered by your written authorization. You understand that we are unable to take back any disclosures we may have already made under the authorization.

Your Rights Regarding Your Health Information

You have the following rights regarding health information we maintain about you:

Right to Inspect and Copy You have the right to review or get a copy of health information that may be used to make decisions about your care. Upon your request, we will discuss with you the details of this process. If you request a copy of the information, we may charge a fee for the costs of copying, mailing or other supplies associated with your request.

Right to Amend You have the right to ask us to modify but not delete your health and/or billing information for as long as the information is kept by us. You must submit your request in writing. In addition, you must provide a reason that supports your request. We will inform you of our decision in writing. On your request, we will discuss with you the details of the amendment process.

Right to an Accounting of Disclosures You have the right to a list of those instances where we have disclosed health information about you other than for treatment, payment, health care operations, where you specifically authorized a disclosure, or other instances specifically noted in the Privacy Rule that are not subject to the Accounting

of Disclosures standard. You must submit a written request to obtain a copy of this disclosure list. Upon your request, we will discuss the details of the accounting process.

Right to Request Confidential Communications You have the right to request that health information about you be communicated to you in a confidential manner. For example, you may ask that we call your cell phone with appointment reminders instead of your home phone. Please discuss this request with your provider and note on any forms where applicable.

Right to Request Restrictions You have the right to request that we do not use or disclose health information about you for treatment, payment or health care operations. You also have the right to request a limit on the health information we disclose about you to someone who is involved in your care or the payment for your care. We will endeavor to comply with such requests as appropriate, however we are not required to agree to your request. Please discuss this with your therapist.

Right to a Paper Copy of This Notice You have the right to a paper copy of this Notice. You may ask us to give you a copy of this Notice at any time. Even if you have agreed to receive this Notice electronically, you are still entitled to a paper copy of this Notice.

Complaints

If you believe your privacy rights have been violated, or you disagree with a decision we made about access to your records, you may contact our Privacy Officer (listed below) or you may contact our Privacy Hotline, which operates 24-hours a day, seven days a week at 1-800-299-7991. You may also send a written complaint to the U.S. Department of Health and Human Services, Office of Civil Rights. Our Privacy Officer can provide you with the address. You will not be penalized for filing a complaint.

If you have any questions about this Notice, please contact our Privacy Officer:

**Susan Borchert, PhD
Privacy Officer
Counseling Associates of New London & Counseling Associates of Newport
P.O. Box 1624
35 Newport Road
New London, NH 03257**

Phone: 603-526-4230

You may also send a written complaint to the Secretary of the U.S. Department of Health & Human Services. The Privacy Officer can provide you with the appropriate address upon request. You have specific rights under the Privacy Rule. Counseling Associates of New London will not retaliate against you for exercising your right to file a complaint.



MENTAL HEALTH BILL OF RIGHTS

from http://www.state.nh.us/mhpb/bill_of_rights.pdf

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 names, addresses, phone numbers and websites of state and national professional associations listed in Mhp 502.02 (a)(1)(a-e).

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.

11. 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.

12. 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.

To contact the New Hampshire Board of Mental Health Providers:

<http://www.nh.gov/mhpb/>

Board of Mental Health Practice

49 Donovan Street, Concord, NH 03301 Telephone: 603-271-6762

TDD Access: Relay NH 1-800-735-2954



Counseling Associates of New London, PLLC
Counseling Associates of Newport
Counseling Associates of Claremont

Consent to Treatment
Client Copy

Rev. 9/11

Consent to Treatment

Please check all boxes prior to signing.

- I acknowledge that I have received, have read (or have had read to me), and understand the **Information for Prospective Clients** brochure (pages 1-5) and the information about the therapy I am considering for myself or my child. I have had all my questions answered fully and to my satisfaction.
- I acknowledge that I have received, have read (or have had read to me), and understand the **Policy Regarding Missed Sessions** (page 6). I have had all my questions answered fully and to my satisfaction.
- I acknowledge that I have received, have read (or have had read to me), and understand the **Notice of Counseling Associates' Practices Guarding Your Protected Health Information (PHI)** (pages 7-9). All questions I have regarding this information have been answered to my satisfaction.
- I acknowledge that I have received, have read (or have had read to me), and understand the State of New Hampshire **Mental Health Bill of Rights** (pages 10-11). All questions I have regarding this information have been answered to my satisfaction.

I understand that no promises have been made to me as to the results of treatment or of any procedures provided by this therapist and that, as with any treatment, there are some risks as well as many benefits with therapy. I am aware that I may stop my treatment with this therapist at any time. I understand that I will still be responsible for paying for the services I have already received. I understand that there may be consequences to such a decision outside of my therapist's control (e.g. if my treatment has been court-ordered, I will have to respond to the court).

My signature below indicates that I agree to abide by the terms outlined throughout my professional relationship with Counseling Associates. I consent to receive services from Counseling Associates & I agree to take an active role in my own treatment.

<input checked="" type="checkbox"/>		
	Signature of client (or person acting for client)	Date
	Printed name	Relationship to client

For Your Records