



Information for Prospective Clients Including Counseling Associates Practice Information CA Cancellation Policy NH Mental Health Bill of Rights

Counseling Associates

New London, Newport,
Claremont & the Upper Valley

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 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.

1. LICENSE & CODE OF ETHICS: We are licensed mental health clinicians, governed by the Code of Ethics of our respective disciplines and the State of New Hampshire Board of Mental Health or Board of Psychology. Our licenses are displayed in our primary client offices.

In addition, in order to improve access to quality care in our communities, our Counseling Associates Reduced-Fee Clinic provides shorter wait times and an alternative to insurance-based and higher self-pay rates. Services in this program are offered by qualified residents (candidates for licensure) and interns (graduate students) that receive close supervision from a licensed professional.

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)
- ☒ *Marriage & Family Therapists*, American Association for Marriage & Family Therapy (AAMFT)
- ☒ *Alcohol and Drug Counselors*, The Association for Addiction Professionals (NAADAC)

2. QUALIFICATIONS & SCOPE OF PRACTICE:

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

The practices of **Licensed Clinical Mental Health Counselors (LCMHC, CMHC)**, **Clinical Social Workers (LICSW, MSW)**, & **Marriage & Family Therapists (LMFT, MFT)** 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.

The practices of **Alcohol & Drug Counselors (MLADC, LADC)** 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://ca-mh.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. The first two 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. However, there are no guarantees of what you will experience. 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 we utilize are prescribed carefully based on you and your unique 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 you will feel more effective and fulfilled in connections with others as well as in understanding yourself. In our treatment planning we will discuss 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 your 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.

We have 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 \$60 for those missed sessions not canceled with 24 hours notice. **Please note: Insurance companies will not pay for sessions that you miss and it would be fraudulent for us to submit a claim for these.**

Counseling sessions range from 25 to 55 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 clients threaten to hurt themselves, the therapist may be obligated to seek hospitalization or arrange for an adequate safety plan with the clients' families 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 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.
- ☐ Records may also be subject to audit by regulatory authorities or insurance companies.

While this written summary of exceptions to confidentiality should prove helpful in informing you about potential issues, 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: Generally, the treatment of a minor child (under the age of 18) must be authorized by a parent or someone else with legal authority. Parental control over a minor's treatment includes the authority to access or release the child's otherwise confidential treatment records. Even parents without residential responsibility for a child retain decision-making authority over the child's treatment and treatment records unless a court has ordered otherwise. When parents with decision-making authority cannot agree on access to or release of their child's confidential treatment information, a court will decide following a hearing.

Our practice believes it is best to identify and resolve potential parental agreements before treatment begins. Therefore, it is our policy to treat minors only with the consent of both parents, to the extent both are available. If both are available, but cannot reach agreement about treatment and access to records, it is the responsibility of the parents to resolve their differences through a court hearing prior to instituting treatment. If one parent is unavailable and we determine that it is appropriate to proceed with the consent of only one parent, the absent parent will have a right to the child's treatment records upon request while the child is a minor unless there is a court order to the contrary. If continuation of treatment becomes an issue, it is the responsibility of the parents to resolve the disagreement in court.

In New Hampshire, **all information regarding your child's therapy file is considered privileged** and therefore, can only be released in limited circumstances. If there is a dispute about whether your child's privileged records should be released, the court must determine what is in the child's best interests. It is your responsibility to ensure that this issue is brought to the court's attention. As your child's therapist, I will be unable to provide therapy files or information to anyone until the court has determined what is in the child's *best interest*. Upon turning the age of 18, the child gains control over treatment, information and records.

8A. MATURE MINORS: Because you are a minor (under the age of 18), we cannot treat you without parental consent. Parental control over your treatment includes their right to access and release your medical records. In very limited circumstances, a minor may prevent parental access to treatment records through a court hearing. In the event you object to either parent having access to your treatment records, I encourage you to raise this issue with your parent or with a *guardian ad-litem*, if one has been appointed.

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. If during treatment or after treatment has concluded one member of the couple requests records, it is our policy to attempt to inform the other member of the couple that this request has been made.

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. For example, your therapist may be obligated to file a report with the court that ordered you to seek treatment or with someone else.

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 or the practice management. You may also contact:
New Hampshire Board of Mental Health Practice, 117 Pleasant Street, Concord, NH 03301 (603) 271-6762.

15. COST OF PROFESSIONAL SERVICES: Our current regular fees are as follows:
Regular therapy services: The initial two sessions are \$190.00. Federal guidelines structure how services are coded in units of time. Most sessions after the initial two sessions are \$180 (53 minutes +). Sessions of 37-52 minutes are \$170.00 and sessions of 17-36 minutes are \$120. 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 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.

Sliding fee scales rates at the Reduced-Fee clinic are established based on need and ability to pay.

If you will be using health insurance benefits, you are requested to make any copayment or deductible amount 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. Insurance allowed amounts vary among companies and plans, and receive adjustments periodically. We generally do not have clear information about such adjustments prior to the processing of insurance payment and receipt of the explanation of benefits.

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. We are not able to continue to schedule appointments when there are outstanding balances without a payment arrangement in place. 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. Such situations 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 clinicians are required by release of information request, subpoena or subsequent court order, to provide ancillary professional services relating to their 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 \$180.00 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, travel time, 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 is monitored periodically 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 24-48 hours on weekdays. You will be advised 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 during business hours, please call the office. In off-hours, the clinician on-call can be reached through our answering service by dialing **(888) 269-7776**.

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 is entitled to a copy of the records for a fee that covers copying and administrative costs. For information regarding the records of minor children, please review the section entitled **MINORS** above. 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 at least 7 years after the end of therapy and 7 years after a minor reaches 18. At that time, clients' paper records may be destroyed. Currently, we utilize a secure Electronic Medical Record system. If your therapist must discontinue your relationship because of departure from the practice, 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: Some health insurance companies limit the number of sessions that will be fully or partially reimbursed. Clients are encouraged to communicate directly with the insurance company about such limitations before starting treatment. Any concerns about the confidentiality of health insurance records should also be directed to the company. Billing insurance companies requires submitting a psychiatric diagnosis. If you elect to use insurance, you should be aware of potential risks associated with any written diagnosis being submitted to your health insurance company. Please understand that we have no control over how records are handled by the health insurance provider. If you do not want this information shared with your health insurance provider, you may elect 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 twelve 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. An authorization form is included in your intake paperwork if you wish to authorize coordination of care.

22. ELECTRONIC COMMUNICATIONS: Most insurance companies require that we send billing and other information electronically. While such communications are conducted through secure means, 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.



Policy Regarding Missed Sessions

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 at least 24-hours notice. The charge for these missed or late-canceled sessions is \$60.

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. The charge for a missed session is \$60. I agree to pay these charges.



NH MENTAL HEALTH BILL OF RIGHTS

“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).

NH MENTAL HEALTH BILL OF RIGHTS (cont'd)

(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."

(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.

nh.gov/mhpb/documents/bill_of_rights.pdf