

# Informed Consent for Therapy Services

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I am a Licensed Clinical Mental Health Counselor for the state of New Hampshire (LCMHC). I am also a Certified Cognitive Behavioral Therapist (CCBT). I graduated with an undergraduate degree in Psychology at Plymouth State University. I received my graduate degree at Notre Dame College in 2000. My main focus is on Cognitive Behavioral Therapy; however, I often use multiple approaches to the therapeutic process including, but not limited to: Psychoanalytical Therapy, Person Centered Therapy, REBT, Brief Therapy, Gestalt Principles, and Mindfulness Skills.

## PSYCHOTHERAPIST/ CLIENT SERVICE AGREEMENT

Welcome to my practice. This document contains important information about my 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 purpose of treatment, payment, and health care operations. Although these documents are long and sometimes complex, it is very important that you understand them. When you sign this document, it will also represent an agreement between us. We can discuss any questions you have when you sign it or at any time in the future.

## PSYCHOLOGICAL SERVICES

Therapy is a relationship between people that works in part because of clearly defined rights and responsibilities held by each person. As a client in psychotherapy, you have certain rights and responsibilities that are important for you to understand. There are also legal limitations to those rights that you should be aware of. I, as your therapist, have corresponding responsibilities to you. These rights and responsibilities are described in the following sections.

Psychotherapy has both benefits and risks. Risks may include experiencing uncomfortable feelings such as sadness, anxiety, guilt, anger, frustration, loneliness and helplessness, because the process of psychotherapy often requires discussing the unpleasant aspects of your life.

Therapy often leads to a significant reduction in feelings of distress, increased satisfaction in interpersonal relationships, greater personal awareness and insight, increased skills for managing stress and resolutions to specific problems. But there are no guarantees about what will happen.

Psychotherapy requires a very active effort on your part. In order to be more successful, you will have to work on things that we discuss outside of sessions.

The first 1-2 sessions will involve a comprehensive evaluation of your needs. By the end of the evaluation, I will be able to offer you some initial impressions of what our work might include. At that point, we will discuss your treatment goals and create an initial treatment plan. You should evaluate this information and make your own assessment about whether you feel comfortable working with me. If you have questions about my approach, we should discuss them whenever they arise. If your doubts persist, I will be happy to help you set up a meeting with another mental health professional.

## APPOINTMENTS

Appointments will ordinarily be 50 minutes in duration. The appointment will be once per week at a time we agree on, although some sessions may be more or less frequent as needed. The time schedule for your appointment is assigned to you and you alone. If you need to cancel or reschedule a session, I ask that you provide me with 24 hours' notice. If you miss a session without canceling, or cancel with less than 24 hour notice, my policy is to collect the amount of your session cost [unless we both agree that you were unable to attend due to circumstances beyond your control]. It is important to note that insurance companies do not provide reimbursement for cancelled sessions; thus, you will be responsible for the full amount of the fee as described above. If it is possible, I will try to find another time to reschedule the appointment. In addition, you are responsible for coming to your session on time; if you are late, your appointment will still need to end on time.

## PROFESSIONAL FEES

The standard fee for each session is \$160.00. You are responsible for paying at the time of your session unless prior arrangements have been made. Payment must be made by check, cash, or credit/debit card. Any checks returned to my office are subject to an additional fee of up to \$35.00 to cover the bank fee that I incur. If you refuse to pay your debt, I reserve the right to use an attorney or collection agency to secure payment.

In addition to weekly appointments, it is my practice to charge this amount on a prorated basis (I will break down the hourly cost) for other professional services that you may require such as report writing, telephone conversations that last longer than 5 minutes, attendance at meetings or consultations which you have requested, or the time required to perform any other service which you may request of me. If you anticipate becoming involved in a court case, I recommend that we discuss this fully before you waive your right to confidentiality. I am not available and will not attend any court proceedings.

## INSURANCE

In order for us 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. With your permission, my billing service and I will assist you to the extent possible in filing claims and ascertaining information about your coverage and for letting me know if/when it changes.

Due to the rising cost in healthcare, 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 often require prior authorization, without which they may refuse to provide reimbursement for mental health services. It may be necessary to seek approval for more therapy after a certain number of sessions. While a lot 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 me to provide services to you once your benefits end. If this is the case, you will have to pay for the services yourself, or I will do my best to find another provider who will help you continue your psychotherapy.

You should also be aware that most insurance companies require you to authorize me to provide them with a clinical diagnosis. Diagnoses are technical terms that describe the nature of your problems and whether they are short-term or long-term problems. All diagnoses come from a book entitled the DSM-5. There is a copy in my office and I will be glad to let you see it to learn more about your diagnosis, if applicable. Sometimes I have to provide additional clinical information such as treatment plans or summaries, or copies of the entire record (in rare cases). This information will become part of the insurance company files and will probably be stored in a computer. Though the insurance companies claim to keep such information confidential, I have 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. I will provide you with a copy of any report I submit, if you request it. By signing this Agreement, you agree that I can provide requested information to your carrier if you plan to pay with insurance.

In addition, if you plan to use your insurance, authorization from the insurance company may be required before they will cover therapy fees. If you did not obtain authorization and it is required, you may be responsible for full payment of the fee. Many policies leave a percentage of the fee (which is called co-insurance) or a flat dollar amount (referred to as a co-payment) to be covered by the client. Either amount is to be paid at the time of the visit by cash or check. You are responsible for knowing and making the payment of your copay. In addition, some insurance companies also have a deductible, which is an out of pocket amount that must be paid by the client before the insurance companies are willing to begin paying any amount for services rendered. This will typically mean that you will be responsible to pay for initial sessions with me until your deductible has been met: the deductible amount may also need to be met at the start of each calendar year. Once we have all the information about your insurance coverage, we can discuss what we can reasonably expect to accomplish with the benefits that are available and remember that you always have the right to pay for my services yourself to avoid the problems described above, unless prohibited by my provider contract.

If I am not a participating provider for your insurance plan, I will supply you with a receipt of payment for services, which you can submit to your insurance company for reimbursement. Please note that not all insurance companies reimburse for out of network providers. If you prefer to use a participating provider, I will do my best to refer you to a colleague.

## PROFESSIONAL RECORDS

I am required to keep appropriate records of the psychological services that I provide. Your records are maintained in a secure location in the office. I keep brief records noting that you were here, your reasons for seeking therapy, the goals and objectives we set for treatment, your progress toward your goals and objectives, your differential diagnosis, topics we discussed, your medical, social, and treatment history, records I receive from other providers, copies of records I send to others, and your billing records. You also have the right to request that a copy of your file be made available to you or any other health care provider at your written request.

## CONFIDENTIALITY

As a rule, I will disclose no information about you, or the fact that you are my client, without your written consent. My formal Mental Health Record describes the services provided to you and contains the dates of our sessions, your diagnosis, functional status, symptoms, prognosis and progress, and any psychological testing reports. Health care providers are legally allowed to use or disclose records or information for treatment, payment, and health care operation purposes. However, I do not routinely disclose information in such circumstances, so I will require your permission in advance, either through your consent at the onset of our relationship, or through your written authorization at the time the need for disclosure arises. You may revoke your permission, in writing, at any time, by contacting me.

### II. "Limits of Confidentiality"

#### ***Possible Uses and Disclosures of Mental Health Records without Consent or Authorization***

There are some important exceptions to this rule of confidentiality – some created voluntarily by my own choice (policies in this office/agency), and some required by law. If you wish to receive mental health services from me, you must sign this form indicating that you understand and accept my policies about confidentiality and its limits. We will discuss these issues now, but you may reopen the conversation at any time during our work together.

I may use or disclose records or other information about you without your consent or authorization in the following circumstances, either by policy, or because it is legally required:

**Emergency:** If you are involved in a life-threatening emergency and I cannot ask your permission, I will share information if I believe you would have wanted me to do so, or if I believe it will be helpful to you.

**Child Abuse Reporting:** If I have reason to suspect that a child is abused or neglected, I am required by NH law to report the matter immediately to the NH Department of Social Services.

**Adult Abuse Reporting:** If I have reason to suspect that an elderly or incapacitated adult is abused, neglected, or exploited, I am required by NH law to immediately make a report and provide relevant information to the NH Department of Welfare or Social Services.

**Health Oversight:** NH law requires that licensed counselors report misconduct by a health care provider of their own profession. By policy, I also reserve the right to report misconduct by health care providers of other professions. NH law requires that licensed counselors report misconduct by any mental health counselor. By law, if you describe unprofessional conduct by

another mental health provider of any profession, I am required to explain to you how to make such a report. If you are yourself a health care provider, I am required by law to report to your licensing board that you are in treatment with me if I believe your condition places the public at risk. NH Licensing Boards have the power, when necessary, to subpoena relevant records in investigating a complaint of provider incompetence or misconduct.

**Court Proceedings:** If you are involved in a court proceeding and a request is made for information about your diagnosis and treatment and the records thereof, such information is privileged under state law and I will not release information unless you provide written authorization or a judge issues a court order. If I receive a subpoena for records or testimony, I will notify you so you can file a motion to quash (block) the subpoena. However, while awaiting the judge's decision, I am required to place said records in a sealed envelope and provide them to the Clerk of the Court. In civil court cases, therapy information in child abuse cases is not protected by therapist-client privilege. In cases in which your mental health is an issue, or in any case in which the judge deems the information to be "necessary for the proper administration of justice." In criminal cases, NH has no statute granting therapist-client privilege, although records can sometimes be protected on another basis. Protections or privilege may not apply if I do an evaluation 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:** Under NH law, if I am engaged in my professional duties and you communicate to me a specific and immediate threat to cause serious bodily injury or death, to an identified or to an identifiable person, and I believe you have the intent and ability to carry out that threat immediate or imminently, I am legally required to take steps to protect third parties. These precautions may include 1) warning the potential victim(s), or the parent or guardian if the potential victim(s) is under 18. 2) notifying a law enforcement officer, or 3) seeking your hospitalization. By my own policy, I may also use and disclose medical information about you when necessary to prevent an immediate, serious threat to your own health and safety. If you become a party in a civil commitment hearing, I can be required to provide your records to the magistrate, your attorney, guardian ad litem, an evaluator, or law enforcement officer, whether you are a minor or an adult.

**Workers Compensation:** If you file a worker's compensation claim, I am required by law, upon request, to submit your relevant mental health information to you, your employer, the insurer, or a certified rehabilitation provider.

**Record for Minors:** NH has a number of laws that limit the confidentiality of the records of minors. For example, parents, regardless of custody, may not be denied access to their child's records: and evaluators in civil commitment cases have legal access to therapy records without notification or consent of parents or child.

### III. "Patient's Rights and Provider's Duties."

**The Right to Request Restrictions:** You have the right to request restrictions in certain uses and disclosures of protected health information about you. You also have the right to request a limit on the medical information I disclose about you to someone who is involved in your care or the payment of your care. If you ask me to disclose information to another party, you may request

that I limit the information I disclose. However, I am not required to agree to a restriction you request. To request restrictions, you must make your request in writing, and tell me:

- 1) What information you want to limit
- 2) Whether you want to limit my use, disclosure or both.
- 3) To whom you want the limits to apply.

**The Right to Receive Confidential Communications by Alternative Means and at Alternative Locations:** You have the right to request and receive confidential communications of protected health information by alternative means and at alternative locations. For example, you may not want a family member to know that you are seeing me for therapy. Upon your request, I will send your bills to another address. You may also request that I only contact you at work, or that I do not leave a voicemail message. To request alternative communication, you must make your request in writing, specifying how or where you wish to be contacted.

**The Right to an Accounting of Disclosures:** You have the right to receive an accounting of disclosures of protected health information for which you have neither provided consent nor authorization (as described in section III of this form). On your written request, I will discuss with you the details of the accounting process.

**The Right to Amend:** If you feel that protected health information that I have about you is incorrect or incomplete, you may ask me to amend the information. To request an amendment, your request must be made in writing, and submitted to me. In addition, you must provide a reason that supports your request. I may deny your request if you ask me to amend information that:

- 1) Was not created by me.
- 2) Is not part of the information kept by me.
- 3) Is not part of the information which you would be permitted to inspect and copy.
- 4) Is inaccurate or incomplete.

**The Right to a Copy of this Notice:** You have the right to a paper copy of this notice. You may ask me for a copy of this notice at any time. **Changes to this notice:** I reserve the right to change my policies and/or to change this notice, and to make the changed notice effective for medical information I already have about you as well as any information I receive in the future. This notice will contain the effective date. A new copy will be given to you or posted in the waiting room. I will have copies of the current notice available upon request.

**Complaints:** If you believe your privacy rights have been violated, you may file a complaint. To do this, you must submit your complaint to NH Mental Health State Board. You may also send a written complaint to the U.S. Department of Health and Human Services.

EFFECTIVE DATE: \_\_\_\_\_

My policies about confidentiality, as well as other information about your privacy rights, are fully described in a separate document entitled Notice of Privacy Practices. You may discuss this at any time during our work together.

## PARENTS AND MINORS

While privacy in therapy is crucial to successful progress, parental involvement can also be essential. It is my policy not to provide treatment to a child under the age of 13 unless s/he agrees that I can share whatever information I consider necessary with a parent. For children 14 and older, I request an arrangement between the client and the parents allowing me to share general information about treatment progress and attendance, as well as a treatment summary upon completion of therapy. All other communication will require the child's agreement, unless I feel there is a safety concern, in which case I will make every effort to notify the child of my intention to disclose information ahead of time and make every effort to handle any objections that are raised.

## CONTACTING ME

I am often not immediately available by telephone or email. I do not answer inquiries when I am with clients or otherwise unavailable. At these times, you may leave a message on my confidential voice mail and your call will be returned as soon as possible, but it may take a day or two for non-urgent matters. If, for any number of unseen reasons, you do not hear from me or I am unable to reach you, and you feel you cannot wait for a return call or if you feel unable to keep yourself safe, call 911 or go to the emergency room. I will make every attempt to inform you in advance of planned absences and put a notification on my door prior to my vacations.

## OTHER RIGHTS

If you are concerned with what is happening in therapy, I hope you will talk to me so that I can respond to your concerns. Such comments will be taken seriously and handled with care and respect. You may also request that I refer you to another therapist and are free to end therapy at any time. You have the right to considerate, safe and respectful care, without discrimination as to race, ethnicity, color, gender, sexual orientation, age, religion, or national origin. You have the right to ask questions about any aspects of therapy and about my specific training and experience. You have the right to expect that I will not have social or sexual relationships with clients. I have the right to terminate this counseling relationship at any time.

## CONSENT TO THERAPY

Your signature below indicates that you have read this agreement and agree to the term set forth.

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Signature of Client or Personal Representative

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Date