

**Exeter Counseling Center, PLLC
163 Water St., Exeter, NH 03833
603-778-7433**

**CLIENT INFORMATION
AND
OUTPATIENT SERVICE AGREEMENT**

Welcome to our practice. This agreement contains important information about our professional services and business policies. It also contains summary information about the Health Insurance Portability and Accountability Act (HIPAA), a federal law that provides privacy protections and client rights with regard to the use and disclosure of your Protected Health Information (PHI) used for the purpose of treatment, payment, and health care operations. HIPAA requires that clinicians provide you with a Notice of Privacy Practices (the Notice) for use and disclosure of PHI for the above purposes. The Notice, which is attached to this Agreement, explains HIPAA and its application to your personal health information in greater detail.

Please read these documents carefully, ask your therapist any questions you may have, and sign the last page of this document. The law requires that we obtain your signature acknowledging that we have provided you with this information. Once signed, this document constitutes a binding agreement between us. You may revoke this Agreement in writing at any time. That revocation will be binding on Exeter Counseling Center unless your therapist has taken action in reliance on it; there are obligations imposed by your health insurer in order to process or substantiate claims made under your policy; or you have not satisfied any financial obligations you have incurred.

Counseling Services

Counseling or psychotherapy is not easily described in general statements. It varies depending on the personalities of the therapist and client, and the particular problems you are experiencing. There are many different methods that may be used to deal with the problems that you hope to address. Psychotherapy is not like a medical doctor visit. Instead, it calls for a very active effort on your part. In order for the therapy to be most successful, you will have to work on things we talk about both during our sessions and at home.

Psychotherapy can have benefits and risks. Since therapy often involves discussing unpleasant aspects of your life, you may experience uncomfortable feelings like sadness, guilt, anger, frustration, loneliness, and helplessness. On the other hand, psychotherapy has also been shown to have many benefits. Therapy often leads to better relationships, solutions to specific problems, and significant reductions in feelings of distress. But there are no guarantees of what you will experience.

Our first few sessions will involve an evaluation of your needs. By the end of the evaluation, your therapist will be able to offer you some first impressions of what the psychotherapy work will include. You should evaluate this information along with your own opinions of whether you feel comfortable working with your therapist. Therapy involves a large commitment of time, money, and energy, so you should be very careful about the therapist you select. If you have questions about any procedures, feel free to discuss these whenever they arise. If your doubts persist, please discuss these further with your therapist, including any alternative methods for resolving them.

Limits on Confidentiality

The law protects the privacy of all communications between a client and a therapist. In most situations, we can only release information about your treatment to others if you sign a written Authorization form that meets certain legal requirements imposed by HIPAA. There are other situations that require only that you provide written, advance consent. Your signature on this Agreement provides consent for those activities, as follows:

- We occasionally find it helpful to consult other health and mental health professionals about a case. During a consultation, every effort is made to avoid revealing the identity of a client. The other professionals are also legally bound to keep the information confidential. If you don't object, you will not be informed about these consultations unless it is important to our work together. All consultations will be noted in your Clinical Record (which is called .PHI. in our Notice of Therapist's Policies and Practices to Protect the Privacy of Your Health Information).
- Exeter Counseling Center contracts with Ellen Currier for billing services. Protected information, such as name, diagnosis, and session date, needs to be provided to Ms. Currier and her staff for billing purposes. As required by HIPAA, we have a formal business associate contract with her, in which she promises to maintain the confidentiality of this data except as specifically allowed in the contract or otherwise required by law. Additional information on Ellen Currier and/or a blank copy of this contract is available upon request.
- Disclosures required by health insurers or required to collect overdue fees are discussed elsewhere in this Agreement.
- If a client threatens to harm himself/herself, your therapist may be obligated to seek hospitalization for him/her, or to contact family members or others who can help provide protection

There are some situations where a therapist is permitted or required to disclose information without either your consent or Authorization:

- If you are involved in a court proceeding and a request is made for information concerning the professional services provided to you and/or the records thereof, such information is protected by the therapist-client privilege law. This information can not be provided without your written authorization or a court order. If involved in or contemplating litigation, you should consult with your attorney to determine whether a court would be likely to order the disclosure of such information.
- If a government agency is requesting the information for health oversight activities, your therapist may be required to provide it.
- If a client files a complaint or lawsuit against a therapist, then relevant information regarding that client and the treatment may be disclosed for legal defense purposes.

There are some situations in which a therapist is legally obligated to take actions, which she/he deems necessary to attempt to protect others from harm, and some information about a client's treatment may need to be revealed to accomplish this. These situations are unusual in our practice.

- If a therapist has reason to suspect that a child has been abused or neglected, the law requires that she/he file a report with the Bureau of Child and Family Services. Once such a report is filed, additional information may be required as well.
- If a therapist suspects or has a good faith reason to believe that any incapacitated adult has been subjected to abuse, neglect, self-neglect, or exploitation, or is living in hazardous conditions, the law requires the filing of a report with the appropriate governmental agency, usually the Department of Health and Human Services. Once such a report is filed, additional information may be required as well.
- If a client communicates a serious threat of physical violence against a clearly identified or reasonably identifiable victim or victims, or a serious threat of substantial damage to real property, protective actions may be required. These actions may include notifying the potential victim, contacting the police, or seeking involuntary hospitalization for the client.

If such a situation arises, every effort will be made to fully discuss it with you before taking any action, and any disclosure will be limited to what is necessary.

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 now or in the future. The laws governing confidentiality can be quite complex, and in situations where specific advice is required, formal legal counsel may be needed.

Professional Records

The laws and standards of our profession require that Protected Health Information about you be kept in an individual Clinical Record. You may examine and/or receive a copy of your Clinical Record, if you request it in writing. Because these are professional records, they can be misinterpreted and/or upsetting to untrained readers. For this reason, we recommend that you initially review them in the presence of your therapist, or have them forwarded to another mental health professional so you can discuss the contents. In the event you request the release of a copy of your Clinical Record, Exeter Counseling Center charges a copying fee of \$15.00 for the first 30 pages or 50 cents per page, whichever is greater.

Electronic Communications

Increasingly, insurance companies require that we send billing and other information (e.g., treatment plans) electronically. Such communications may be through e-mail, facsimile, and/or a web site. We can not guarantee the confidentiality of such communications. If you do not consent to electronic communications, please inform your therapist immediately so that other arrangements can be made. We do not accept or respond to electronic mail communications about treatment issues.

Client Rights

HIPAA provides you with several new or expanded rights with regard to your Clinical Records and disclosures of protected health information. These rights include the ability to request an amendment of your record; to request restrictions on what information from your Clinical

Records is disclosed to others; to request an accounting of most disclosures of protected health information that you have neither consented to nor authorized; to a determination of the location to which protected information disclosures are sent; to having any complaints you make about our policies and procedures recorded in your records; and to a paper copy of this Agreement, the attached Notice form, and our privacy policies and procedures. Please feel free to discuss any of these rights with your therapist.

NH Board of Mental Health Regulations

The New Hampshire Board of Mental Health Practice regulations require all licensed mental health professionals to provide clients with certain basic information, including the Mental Health Bill of Rights and information on each professional's qualifications, scope of practice, and code of ethics. A copy of the Mental Health Bill of Rights is included with this form and posted in our waiting room. Each clinician has a statement of their qualifications and scope of practice as well as a copy of their professional association's code of ethics available upon request.

Treatment of Minors

Clients under 18 years of age who are not emancipated and their parents should be aware that the law allows parents to examine their child's treatment records unless the therapist decides that such access is likely to injure the child, or we agree otherwise. If the treatment is for drug dependency, parents may examine the records of children under age 12. Because privacy in psychotherapy is often crucial to successful progress, particularly with teenagers, it is sometimes our policy to request an agreement from parents that they consent to give up their access to their child's records. If they agree to this, the therapist will only provide them with general information about the progress of the child's treatment, and his/her attendance at scheduled sessions. Any other communication will require the child's Authorization, unless the therapist believes that the child is in danger or is a danger to someone else, in which case, she/he will notify the parents of this concern. Before giving parents any information, the therapist will discuss the matter with the child, if possible, and do her/his best to handle any objections the child may have.

Office Hours

Our office hours are Monday through Friday, with varied hours for each therapist. Exceptions include holidays and scheduled vacations, of which you will be informed in advance.

Telephone Messages

You will typically reach our voice mail system when you call. Please leave your confidential message in the appropriate mailbox, and we will return your call as soon as possible. If you cannot access the appropriate mailbox, stay on the line and you will be connected to our general mailbox. If you are difficult to reach, please inform me of some times when you will be available.

Emergency Coverage

If you are in crisis, call our office, access your therapist's mailbox and follow the directions to access the emergency mailbox. Each therapist has an individual emergency mailbox; however, your call will be returned by whichever therapist is on call at that time. The fee for accessing the emergency mailbox is \$25.00. You will be charged a pro-rated fee of \$125.00 per hour for emergency phone contact. (Please note that this is not covered by insurance.) In the event of a

serious emergency in which time critical, go directly to the nearest hospital emergency room or call 911.

Appointments

Counseling begins with an initial evaluation, which may last from 1 to 4 sessions. Sessions are typically 45-50 minutes long. Cancellations can disrupt the continuity of treatment and impede its progress. **Once an appointment hour is scheduled, you will be expected to pay for it unless you provide 24 hours advance notice of cancellation, 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.**

Domestic Litigation

If you are involved in domestic litigation or become party to a divorce or custody action, you agree that you will not call your therapist to court to testify. Courts appoint professionals who have had no prior contact with a family to conduct custody evaluations and to make recommendations to the Court. As clinicians, it is our role to provide treatment, and not to make recommendations in domestic matters. It is our policy to not testify in such cases, as experience shows that the professional relationship can be harmed when psychotherapists testify in divorce and custody cases.

Professional Fees and Payment Policies

Exeter Counseling Center will bill your insurance company for you; however, it is important to realize that insurance companies require diagnostic information before making any payments. Please speak to your therapist if you have any concerns. If we have contracted with your insurance carrier, you will be expected to pay any deductibles and/or co-payments at each session. For non-contracted policies, you will be responsible for payment in full at the time of the visit, unless otherwise arranged with your therapist.

In addition to regular appointments, it is our practice to charge fees for other professional services you may need that extend beyond the standard therapy hour. Such services may include, but are not limited to, report writing, responding when paged, telephone conversations lasting longer than 15 minutes, professional consultations you have authorized, preparation of records, treatment plans and/or summaries. These services are not covered by your insurance company, and will be billed on a prorated basis consistent with our regular fees. If you become involved in legal proceedings that require your therapist's participation, you will be expected to pay for all of her/his professional time, including preparation and transportation costs, even if she/he is called to testify by another party. Because of the complexity of legal involvement, the charge will be 150% of our regular fee for preparation and attendance at any legal proceeding.

If your account has not been paid for more than 90 days and arrangements for payment have not been agreed upon, Exeter Counseling Center has the option of using legal means to secure payment. This may involve hiring a collection agency or going through small claims court, which will require the disclosure of otherwise confidential information. In most collection situations, the only information that is released regarding a client's treatment is his/her name, the nature of services provided, and the amount due. If such legal action is necessary, its costs incurred will be included in the claim.

Insurance Reimbursement

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. Your therapist will complete forms and provide you with whatever assistance needed to help you receive the benefits to which you are entitled; however, you (not your insurance company) are responsible for full payment of the fees. It is very important that you find out exactly what mental health services your insurance policy covers.

You should carefully read the section in your insurance coverage booklet that describes mental health services. If you have questions about the coverage, call your plan administrator. Of course, your therapist will provide you with whatever information she/he can regarding your insurance coverage, but it is important to clarify any questions with your insurance company directly. Your therapist will be happy to help you in understanding the information you receive from your insurance company.

Due to the rising costs of health care, insurance benefits have increasingly become more complex. It is sometimes difficult to determine exactly how much mental health coverage is available. "Managed Health Care" plans such as HMOs and PPOs often require authorization before they provide reimbursement for mental health services. These plans are often limited to short-term treatment approaches designed to work out specific problems that interfere with a person's usual level of functioning. It may be necessary to seek approval for more therapy after a certain number of sessions. While much can be accomplished in short-term therapy, some clients feel that they need more services after insurance benefits end.

You should also be aware that your contract with your health insurance company requires that your therapist provide it with information relevant to the services that provided to you, and she/he is required to provide a clinical diagnosis. Furthermore, sometimes additional clinical information such as treatment plans or summaries, or copies of your entire Clinical Record, are required. In such situations, your therapist will make every effort to release only the minimum information about you that is necessary for the purpose requested. This information will become part of the insurance company files and will probably be stored in a computer. Though all insurance companies claim to keep such information confidential, Exeter Counseling Center has no control over what they do with it once it is in their hands. In some cases, they may share the information with a national medical information databank. Your therapist will provide you with a copy of any report submitted, if you request it. By signing this Agreement, you agree that Exeter Counseling Center can provide requested information to your carrier.

Once we have all of the information about your insurance coverage, we will discuss what we can expect to accomplish with the benefits that are available and what will happen if they run out before you feel ready to end your sessions. It is important to remember that you always have the right to pay for services yourself to avoid the problems described.

Your signature on the following page indicates that you have read the information in this document and agree to abide by its terms during our professional relationship.

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YOUR SIGNATURE BELOW INDICATES THAT YOU HAVE READ EXETER COUNSELING CENTER'S CLIENT INFORMATION AND OUTPATIENT SERVICES AGREEMENT FORM AND AGREE TO ITS TERMS. YOUR SIGNATURE ALSO SERVES AS AN ACKNOWLEDGEMENT THAT YOU HAVE RECEIVED THE HIPAA PRIVACY NOTICE FORM DESCRIBED WITHIN THAT DOCUMENT.

Client Signature

Date

Parent or Guardian Signature

Witness

CONSENT FOR TREATMENT OF A MINOR CHILD (IF APPLICABLE)

YOUR SIGNATURE BELOW INDICATES THAT YOU HAVE ARRANGED FOR YOUR CHILD, _____, TO BEGIN COUNSELING AT EXETER COUNSELING CENTER AND THAT YOU PROVIDE YOUR CONSENT FOR THIS TREATMENT.

Parent or Guardian Signature

Date

Witness

Date