

Patient Name:
Patient ID:



**Lakes Region Mental Health Center
Notice to Patients and Consent to Treatment Agreement
Child and Family Programs**

License and Code of Ethics

I, _____ am _____, governed by codes of ethics which include but are not limited to the National Association of Social Workers, American Mental Health Counselor Association, American Medical Association, and the American Association of Nurse Practitioners.

Mental Health Bill of Rights

A copy of the Mental Health Bill of Rights is posted in the waiting area. Please review the Bill of Rights carefully and let me know if you have any questions.

Community Mental Health Center Catchment Area

Lakes Region Mental Health Center, Inc. (LRMHC) is one of 10 regional community mental health centers in New Hampshire. LRMHC contracts with the Bureau of Mental Health (BMH) to provide behavioral health services primarily to residents of the Belknap and Southern Grafton County. In general, LRMHC cannot provide community-based or in-home treatment to Patients and families living outside of our designated catchment area. Depending upon capacity, LRMHC may be able to provide services to Patients living outside of our catchment area as long as Patients have their own transportation and can come into the office for all of their services. If you live or move out of our catchment area, and LRMHC is not able to meet your child's treatment needs, we may need to refer you to the community mental health center in your region.

Confidentiality

Under New Hampshire law, communications between a Patient and a therapist are privileged (confidential) and may not be disclosed without the authorization of the Patient or Patient's legal guardian except under specific, limited circumstances. For example, Patient information may be shared with others only with written permission, through a court order or when otherwise required by law.

Records may also be subject to audit by regulatory authorities or third party payers. Your child's file contains written information about our work including an Initial Clinical Assessment, progress notes, treatment plan(s) and reviews, and other relevant information.

Lakes Region Mental Health Center is a clinic that functions under a team model where a number of staff members with various roles make up your child's treatment team. At times, it may be appropriate to discuss your child's case within the treatment team, or to discuss your child's treatment as part of my supervision. All members of your child's treatment team including my supervisor are legally bound to confidentiality. By signing this document, you are acknowledging that you understand that I may discuss your child's case within the treatment team, and/or supervision and you do not object to my doing so.

Confidentiality and the Treatment of Minors

The treatment of a minor must be authorized by a parent or legal guardian. If you are seeking services for your child less than 18 years of age who is not emancipated, the law provides the parent/legal guardian with the right to examine the child's treatment record. Two exceptions to this law are that minors who are 12 years of age or older have the right to confidential treatment for substance abuse problems and minors who are 14 years of age or older have the right to confidentiality for reproductive health treatment. These types of treatment are confidential from the parent or legal guardian, unless authorized by the minor.

Although parents have the right to know what is occurring in therapy sessions, LRMHC must also comply with the law. A recent New Hampshire Supreme Court decision prohibits a therapist from waiving a minor's privilege of confidentiality to provide information for a legal case that involves custodial or other matters that may be adverse to the interests of the minor or one or both parents. (*In the Matter of Kathleen Quigley Berg and Eugene E. Berg*, No. 2005-002, October 18, 2005) In cases that we believe meet the conditions set forth in *Berg v Berg* LRMHC will only release the records of the child in response to a signed court order. Please note: Neither an agreed upon stipulation in a parenting plan nor a proposed order qualifies. This court-imposed requirement is designed to protect the minor's confidentiality and the Patient-therapist relationship. If you have questions or if you would like a copy of the court decision, please let me know.

When a child reaches the age of 18, he or she assumes control of treatment and the information contained in his or her record

Exceptions to Confidentiality

There are situations in which a therapist is required by law to protect your child and others from harm, even though it requires revealing information about a Patient's treatment.

These include:

- Should we suspect that a child, elder or incapacitated adult is being abused, neglected or exploited, a report will be filed with the appropriate protective agency.
- Should we believe that a person is threatening bodily harm to another person or threatening to damage another's property, protective action is required. This action will include notifying the potential victim(s), notifying the police, and/or seeking an involuntary admission into the hospital.
- Should a governmental agency such as BBH or Department of Health and Human Services (DHHS) request information for health oversight activities, LRMHC may be required to provide it.
- Should a complaint or lawsuit be filed against a therapist or LRMHC, the therapist or agency may disclose relevant Patient information to defend him/her.

Conflicts of Interest

New Hampshire is a small state, from time to time, actual or potential conflicts of interest may arise. In the event I become aware of a conflict of interest in providing treatment to you, I will discuss this issue with you. I may be required to refer your child to another therapist. Regardless of the existence of a conflict of interest, you can be assured that any information about you will remain confidential.

Professional Boundaries

As a therapist, I am obligated to establish and maintain an appropriate professional relationship with current and former Patients, and the Patient's family members. For example, I will not socialize with, be a friend, or become sexually involved with a Patient or family member. The nature of the counseling relationship is unique, and because of the need to protect Patients from harm or exploitation, therapists must maintain clinical boundaries, which do not compromise the counseling role.

Diagnosis and Recommended Treatment

As part of your treatment, I will discuss your child's diagnosis, assessment and my recommendations for treatment, including the estimated length of therapy. Psychotherapy can have risks and benefits. Your child's therapy may involve discussing unpleasant aspects of his or her life, and he or she could experience a range of distressing feelings and reactions that are not always resolved by the end of the session. As your clinician, I will work with you and your child to identify areas of strength, expand your coping strategies, build on competencies, and develop a treatment plan with your active involvement. At the implementation of a treatment plan and annually thereafter, a parent's signature is required on the treatment plan. Your signature demonstrates that you have been informed about your child's treatment and that you agree with the plan. Treatment will not be able to begin or may need to be suspended without it. I encourage you to share your feeling about your child's therapy and any concerns you may have.

Substance Use or Abuse

Research has shown that the use of substances can interfere with mental health treatment. In order for treatment to be effective, it is important that you be candid with me about your child's substance use. LRMHC is not a provider of primary substance abuse treatment services; therefore, if your child has a substance use problem that is interfering with his/her mental health treatment, we will need to determine whether LRMHC can meet your child's current treatment needs or whether your child would benefit from a referral to a substance abuse treatment provider. If anyone comes to a session while under the influence or intoxicated, I will not see them for treatment. If the person under the influence drove to the center, I will ask them to call a cab, friend, or family member to provide transportation home as it is against the law to operate a motor vehicle while under the influence. If a person drives while under the influence, I will call the police.

Group Treatment

Unlike individual treatment, the confidentiality of group therapy is not protected by law. Group participants must sign and abide by a written confidentiality agreement prior to participating in group. Should you have concerns about confidentiality, please discuss them with me prior to beginning treatment.

Cost and Payment for Services

Office based individual psychotherapy is billed as 45-60 minute sessions in accordance with LRMH published rates. Family therapy sessions may be scheduled longer, depending upon clinical need. If you are using your health insurance benefits, the amount your insurance company reimburses LRMH may be different than the published rate and is dependent on the contract we have with the third party payer.

Payment (including co-payment or payment towards deductible) is expected at the time of the service. LRMH accepts payment in the form of cash, personal check, debit or credit cards. Appointments with our Benefits Specialist Case Manager are the exception. If you are unable to pay at the time of service, payment will be expected prior to or at your next appointment. If payment is not received prior to or at the next appointment, all future appointments will be cancelled.

If your insurance or financial situation changes during the course of treatment, it is your responsibility to let me know right away, so you and I can make decisions about your child's treatment. You may stop your child's treatment at any time; however, you are still responsible for paying for services you have already received.

Insurance/Managed Care

Using a third-party payer, such as an insurance company to pay for your psychotherapy services, carries a certain amount of risk with regard to your confidentiality. In some cases, your insurance company or your employer may have access to information about your mental health. Please contact your insurance provider to get complete information as to how your information is shared.

Most insurance/managed care companies limit the number of sessions that will be reimbursed, either fully or partially. It is your responsibility to communicate directly with your insurance company about your coverage and any limitations of your benefit plan.

In the event that you request that we bill your insurer, you give authorization to LRMHC to release and exchange confidential information about your treatment and history to your insurance company in order for services to be provided and reimbursed. This information may be transmitted through the mail, facsimile and/or through web-based submission. If your insurance company or third party payer does not pay for a service, you are ultimately responsible for the payment of your account.

Charges for Court Related Services

I would prefer not to get involved with the courts as it may negatively affect treatment progress and the therapeutic relationship. Please be aware that as long as I am acting as your child's therapist, I am prohibited by my code of ethics from providing any expert services or professional opinions for you in court matters. I may only provide information about your progress in treatment during the court hearing, however, this does not include matters of probate including guardianship or Involuntary Emergency Admission to a psychiatric hospital.

In the event you request or require me by subpoena to provide ancillary professional services in a criminal or civil matter relating to my role as your child's therapist, you agree to compensate me, in advance, at the rate of \$250.00 per hour or at the rate set by LRMHC for those services. These may include activities such as preparing a treatment summary, report writing, giving a deposition, trial preparation and attendance, or travel time. These services are not reimbursed by insurance and cannot be billed to your insurance company.

Scheduling and Cancellations

We understand the value of your time, and we appreciate the same consideration in return. The agency provides appointment reminders via text or phone to assist you in this effort. If you must cancel you appointment, a minimum of 24 hour notice is required. Failure to provide 24 hour notice to cancel a scheduled appointment with the agency will be considered a missed appointment. Failure to arrive within 10 minutes of the start time of you appointment will also be considered a missed appointment. Every effort will be made to reschedule your first missed appointment; however if a second consecutive appointment is missed or 3 appointments are missed within 60 days of the first missed appointment, all future appointments will be cancelled and you will receive a letter with information about choices for ongoing treatment.

Payment for missed or canceled appointments is the responsibility of the child's financially responsible party since insurance companies do not pay for missed appointments. Payment for missed or late cancelled appointments is expected at your next scheduled appointment.

Emergency Services

In the event of an emergency, (you or a family member may cause harm to self or others) you should call 911, your local police department, or contact LRMHC emergency services. LRMHC's emergency services are available 24 hours a day, seven days a week by calling 603-524-1100 and following the prompts. You may also go directly to the emergency room of your local hospital.

Medical Records

A file or medical record is maintained on each Patient and is stored in a locked medical record room at LRMHC. Your child's file includes an intake, diagnosis, treatment plan, treatment plan reviews, session notes, billing information, administrative forms, correspondence with your insurance company, discharge summary and any other written or electronic information received about you. Session notes include the date and time of each session, a brief summary of key facts and issues discussed, as well as plans for future sessions. Children's records

are maintained for 22 years after the child turns 18 years of age. If you wish to see a copy of your child's record, I recommend that you review them with me so that we can discuss the contents. You are entitled to a copy of the medical record for a fee that covers copying and administrative costs. Due to the volume of requests to our medical records department, a minimum of two weeks lead-time should be allowed for you to receive the record. You have the right to amend your child's record although such changes will be additions to the record and do not expunge any prior information or part of the record; the information is simply added. Upon reaching the age of 18, your child assumes all responsibility for releasing information contained in his or her medical record, unless this right is otherwise limited by a court of law.

Electronic Communications

Some insurance companies require that I, or other staff in the agency, send billing and other information electronically (by facsimile, the Internet or e-mail). I cannot guarantee the confidentiality of such communications. If you do not consent to electronic communications, please inform me immediately, so we can determine whether and how to proceed.

There may be instances where it may be appropriate for us to communicate via e-mail. These types of situations must be discussed ahead of time and will be handled on a case-by-case basis. We will need to review the risks and benefits of e-mail communication. E-mail should never be used to communicate emergent information or as a substitute for attending sessions. The decision to communicate using e-mail will be periodically reviewed, and may be terminated by either party at any time.

Concerns or Complaints

If you have any concerns or complaints about the treatment you have received, you should not hesitate to raise them with me. You may also contact my supervisor or department director, the complaint investigator at LRMHC by calling (603) 524-1100, or the Board of Mental Health Practice, 121 South Fruit Street, Suite 303, Concord, NH 03301, (603) 271-2702.

Acknowledgment and Acceptance

My signature below indicates that I have read and understood this document and agree to abide by its terms and consent to begin services.



Parent /Guardian Signature Date



LRMHC Witness

Date