

Name

Date of Birth

Case Number

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

Staff Name

Staff Credentials

### License and Code of Ethics

I am governed by code 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. A copy of the Code of Ethics of my professional affiliation is available upon request

### 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 contract 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 treatment needs, we may need to refer your child 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, with our senior clinical management staff, or to discuss your child's treatment as part of my supervision. All members of your child's treatment team, all senior clinical management staff, 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 your treatment team, and/or supervisor 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.

### Exception 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.

Name

Date of Birth

Case Number

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.

## Conflict of Interest

New Hampshire is a small state, from time to time, actual or potential conflict of interest may arise. In the event I become aware of a conflict of interest in providing treatment to your child, 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 your child 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 therapist, 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

Mental health and substance use issues often occur together for many reasons: common risk factors can contribute to both mental health issues and substance misuse, mental health challenges may contribute to substance use and addiction, and likewise substance use and addiction can contribute to the development of mental health issues. Integrated treatment for co-occurring substance use disorder and mental health has been found to be consistently superior compared to separate treatment of each diagnosis. We, as your treatment team, will work with you and your child to best identify and treat all factors of both substance use disorder and mental health including identifying the appropriate level of care for you and your child's individual circumstances and supporting you and your child in accessing all additional resources that may be of help to you and your child. Please be aware it is unethical for me to meet with you or your child if either of you are under the influence. If you or your child are unable to participate in a scheduled appointment due to this please notify me and we can reschedule. If I observe you or your child to exhibit symptoms of substance use during a session I will let you know and end the session. If you or your child drove to this appointment I will ask you to call a cab, friend or family member to provide your transportation home as it is against the law to operate a motor vehicle while under the influence. If you or your child chooses to do so I am obligated, due to danger to yourself and others to 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 LRMHC 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 LRMHC 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. LRMHC accepts payment in the form of cash, personal**

Name

Date of Birth

Case Number

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. We reserve the right to absorb all credit balances less than \$10.

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 your child has 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 we will 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.

## Chargers 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 your 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 your appointment will also be considered a missed appointment. Every effort will be made to reschedule your first missed appointment; if a second consecutive appointment is missed or 3 appointments are missed within 60 days of the first missed appointment, all future appointments may be cancelled and you will receive a letter with information about choices for ongoing treatment. Frequent cancellations may also result in suspension of 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. This record may be electronic or stored in a locked medical record room at LRMHC or a combination of both. 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 your child. 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

Name

Date of Birth

Case Number

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 review 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).LRMHC will make every effort to make sure these lines of communication are secure however we cannot guarantee the confidentiality of such communications.

## Telehealth

If eligible, patients can receive the same quality of care/services through telehealth, you can receive a diagnosis, learn treatment options, receive therapy/counseling, and obtain accurate and timely prescriptions, from the comfort of your own home or another remote location. Telehealth will be determined appropriate and necessary by the clinical team and can be discontinued if unable to perform the services prescribed. Prior to the first telehealth visit, patients will be provided an explanation of telehealth services, confidentiality, and billing. Prescriptions are completed electronically, fax, phone. Controlled substances are only prescribed on paper and are given directly to the patient.

Telehealth Services shall only be provided through HIPAA compliant, secure telehealth applications, providers and electronic devices identified and/or purchased by LRMHC's IT department. Devices shall have the appropriate verification, confidentiality and security parameters to assure confidentiality.

In the event of telehealth breakdown during a session, staff shall intervene and provide telephone access between the patient and provider whenever possible. \*Except for emergency services/hospital sessions, telehealth occurs during LRMHC regular business hours where patients and providers can access, clinical staff, nursing, support staff and services prior to, during and after sessions.

## Patient -Provider Identification

All persons at both sites of the session shall be identified at the beginning of a telehealth session. Verification of the name and credentials of the provider/clinician and patient, location(s) and immediate contact information for both participants shall occur. Documentation of patient's location during telehealth visit is required. During a telehealth session, both locations are considered a patient office or exam room. You should make every effort to attend your sessions and visits from a private location whenever possible. Further, you should not share any application or software logins, passwords or other access information with others. Finally, do not open or access any communications unless you are certain that it has come from your LRMHC provider.

Data obtained during telehealth sessions or visits, or related communications, will be incorporated into your electronic medical record at LRMHC.

## Cost of Telemedicine/Telehealth Services

You will be charged for sessions and visits with your provider according to the terms of your insurance coverage. You may self-pay for telehealth or provide us with insurance information so that we may bill you medical insurance company.

*You can decline the Telemedicine/Telehealth service at any time without affecting your right to future care and treatment, and any program benefits to which you would otherwise be entitled cannot be taken away. you may have to travel to see a health care practitioner in-person if you decline the Telemedicine/Telehealth service.*

## Concerns or Complaints

If you have any concerns or complaints about the treatment your child has 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.

## Acknowledgement 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.

Name

Date of Birth

Case Number

Patient/Parent/Guardian Signature(s)

Patient

Date

Parent/Guardian

Date

Parent/Guardian

Date

Verbal consent must include date and time to be valid. Once face to face visits resume, patient signature is required.

Verbal Patient Consent

Verbal Parent/Guardian Consent

Date/Time

Date/Time

Staff Signature(s)

Date