

## **Informed Consent to Mental Health Treatment Agreement V2**

**Maria Fellows, MA, LMFT**

Welcome to the therapy services of Alliance Mental Health and Youth Consultation, LLC. This document contains important information about my professional services. I additionally follow all Alliance Mental Health business policies.

When you sign this document, it will also represent an agreement between us for psychotherapy and other related behavioral health services I may provide during the course of your treatment. You may revoke your authorization under this Agreement in writing at any time.

### **PSYCHOLOGICAL SERVICES**

I am a licensed Marriage and Family Therapist, governed by the code of ethics as outlined in the American Association of Marriage and Family Therapy. My license number is 237 and is displayed in my office. I am happy to provide a copy of my code of ethics if you would like it.

My clinical background and training is in family systems, trauma focused behavioral and cognitive behavioral work with a focus on improving relationships. I work with individual adults, couples, families, adolescents, and children in order to help change negative patterns that bring emotional distress. I have training and experience in treating trauma, depression, anxiety, adjustment issues, adoption, blended families, multicultural families, and family conflict. Psychotherapy is most effective when it is considered a process, not a one-time treatment. 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. You and I together are problem solving by investigating and experimenting with what skills might work best for your particular goals/needs.

Therapy often involves discussing unpleasant aspects of your life, you may experience uncomfortable feelings like sadness, guilt, anger, frustration, loneliness, and helplessness. It's not uncommon for things to get harder before they begin to improve. Therapy often leads to better relationships, solutions to specific problems, and significant reductions in feelings of distress. There are no guarantees of what you will experience – the experience of therapy is difficult but can be rewarding, and I will be open to feedback and conversations about how the process is proceeding.

Clients who engage in therapy have specific rights, outlined in the Mental Health Bill of Rights, which is posted in my office. You may receive a copy of these rights at your request.

### **MEETINGS**

Our first two sessions will involve an evaluation of your needs. By the end of the evaluation, I will be able to offer you some first impressions of your symptoms and an initial treatment plan. At the end of that evaluation, we will determine if we are a good match, if I can provide the level of care you may require, and if we will enter into treatment together.

If we are not a good match, I will do my best to provide contact information for other providers or community mental health centers that may be a better fit for you.

Therapy sessions with me are typically 55 minutes long. The actual duration and frequency of our meetings will be determined based on your level of need and progress in treatment.

Details about cancellations and fee can be found in Alliance Mental Health's Notice to Clients.

### **PROFESSIONAL FEES**

My evaluation fee is \$150.00 and my hourly fee is \$130.00. I am not an expert witness, do not do parental evaluations and do not make recommendations related to a child's placement. If I am forced to be involved in legal proceedings, you will be expected to pay for all of my professional time, including preparation and transportation costs, even if I am called to testify by another party. Because of the difficulty of legal involvement, I charge \$250.00 per hour for preparation and attendance at any legal proceeding, and you will be responsible for any charges I incur relating to retaining legal counsel or advice for myself.

### **CONTACT INFORMATION**

Our main phone number is monitored by administrative staff who can transfer you if necessary to my secure voicemail. If you call after hours or while that line is busy you will be routed to our auto attendant. From there you can select my secure voicemail directly. I typically do not answer my phone during the work day. I will attempt to reply to all messages within 2 business days (Monday – Friday, non-holidays). If your call concerns administrative tasks such as scheduling or bill pay please choose option 1 to speak to the appropriate staff.

If there is an emergency where someone is at risk of harm, please call 911 or go directly to the closest emergency room. You are welcome to leave a voice mail to update us of the situation, but I do not check the voice mail after hours. I will be in contact as soon as I am able.

If I am going to be out of the office for an extended period of time, I will make that clear on my voice mail greeting. During those times, I will not be available for non-emergency situations.

Please review our e-mail communication policy in our Client Information Form. It is important to remember that non-encrypted e-mail is considered non-secure, and you should not use it to communicate confidential information.

### **LIMITS ON CONFIDENTIALITY**

Your file contains written information about our work with you, including an initial assessment, progress notes, signed releases of information, and summary information. You have the right to access and review your records upon request.

Under New Hampshire law, communications between a client and a licensed mental health counselor are privileged (confidential) and may not be disclosed without the specific authorization of the client or the parent or legal guardian of the minor client, except under specific, limited circumstances:

- Written permission from the client or legal guardian.
- In compliance with a court order, or when required by law.
- As required by your insurance company to secure payment for treatment.

As instructed by my code of ethics, I engage in consultation with other health and mental health professionals. During a consultation, I do not disclose the identity of my client. The other professionals are also legally bound to keep what information I may share confidential. By signing this document, you are acknowledging that you understand that I may discuss your case in consultation and/or supervision and do not object to my doing so.

### **REPORTING REQUIREMENTS**

The State of New Hampshire requires that I break confidentiality in certain situations:

- If a threat of harm is made to another person or entity.
- If a client is found to be at risk of suicide.
- If I become aware of child abuse, elder abuse, or the abuse of a member of another vulnerable population.
- If you are involved in a court proceeding and a request is made for information concerning the professional services that I provided you and/or the records thereof, such information is protected by the New Hampshire law. I cannot provide any information without your written authorization, or a court order. If you are involved in or contemplating litigation, you should consult with your attorney to determine whether a court would be likely to order me to disclose information.
- If a government agency is requesting the information for health oversight activities, I may be required to provide it.
- If a client files a complaint or lawsuit against me, I may disclose relevant information regarding that client in order to defend myself.

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 I am not an attorney. In situations where specific advice is required, formal legal advice may be needed.

### **PROFESSIONAL RECORDS**

The laws and standards of my profession require that I keep Protected Health Information about you in your Clinical Record. You, your legal guardians, or anyone that they authorize by a written authorization for release of information (or on your behalf as a minor), 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, I recommend that you initially review them in my presence, or have them forwarded to another mental health professional so you can discuss the contents. Medical Records are the property of Alliance Mental Health and Youth Consultation, LLC. If I cease practicing with Alliance Mental Health and Youth Consultation, LLC, your medical records will remain the property of Alliance Mental Health and Youth Consultation, LLC.

### **CONFLICTS OF INTEREST**

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

### **MINORS AND PARENTS**

The treatment of a minor must be authorized by a parent or legal guardian. If you are seeking services for your child under 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. One exception to this law is that minors who are over the age of 12 have the right to confidential treatment for substance abuse problems. This type of treatment is kept confidential from the parent or legal guardian, unless authorized by the minor.

Unless informed otherwise, I assume that every child has two parents with equal legal rights to initiate treatment, make treatment decisions, receive and disseminate information from the child's medical records, and communicate with me. Each parent is encouraged to keep the other parent informed of the decision to engage in the evaluation, the treatment plan, and the progress of their child.

**Should one parents' rights be limited or terminated, or if a court has ordered that both parents must give consent for treatment, it is the parent's responsibility to provide documentation from the court showing the limits on, or termination of, parental rights.**

A 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. 2005002, October 18, 2005) In cases that we believe meet the conditions set forth in *Berg v Berg*, Alliance Mental Health and Youth Consultation, LLC 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 client therapist relationship.

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

#### **BILLING AND PAYMENTS**

You are expected to make any payments for services rendered in a timely fashion. My Office Manager can make arrangements for payment plans on my behalf. Please be aware that I have the option of using legal means to secure the payment. This may involve hiring a collection agency or going through small claims court which will require me to disclose otherwise confidential information.

#### **INSURANCE REIMBURSEMENT**

I will do my best to provide ethical, effective treatment within the confines of what is dictated by your insurance company. I am not contracted with many insurance providers, as I feel that many of their limitations and decisions do not reflect what is best for clients and often compromises the confidentiality of my clients.

You should also be aware that your contract with your health insurance company requires that I provide it with information relevant to the services that I provide to you, such as a clinical diagnosis. Sometimes I am required to provide additional clinical information such as treatment plans or summaries, or copies of your entire Clinical Record. In such situations this may include information you provide about your alcohol & drug use. I 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. Though all insurance companies claim to keep such information confidential, I have no control over what they do with it once it is in their hands. I will provide you with a copy of any report I submit, if you request it.

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