

Client Information

Welcome and thank you for allowing me the opportunity to work with you. This packet will provide you information about your counseling experience, as well as Christine M Powers, LICSW, LLC policies and practices. Please take the time to read the enclosed information carefully prior to your first session and make note of any questions or concerns you may have regarding this information. This packet will serve as our agreement for working together. At your first session, you will be asked to sign the last page of this agreement, acknowledging consent, understanding and accord to this information and the policies. You will be given copies so that we will each have a copy. Please retain your copy so that you will be able to refer to it, if necessary, at any time in the future.

License, Code of Ethics, and Mental Health Bill of Rights: I am a licensed independent clinical social worker (LICSW), governed by the Social Work Code of Ethics and the State of New Hampshire Board of Mental Health. My license and a copy of the Code of Ethics is displayed in my office. In addition, you will find displayed in the waiting area a copy of the New Hampshire Mental Health Bill of Rights, which outlines certain rights of mental health counseling clients. I have also included a copy of the Bill of Rights in this packet of information for your review. Please let me at any time if you have any questions about the Client Bill of Rights.

Fees and Financial Policies: Fees apply to regular face-to-face sessions that can be anywhere from 16 to 60 minutes with clients in the office, though many regular sessions are 37- 60 minutes long. Your initial session may be up to 90 minutes to allow us ample time to review policies, gather information and discuss how you envision counseling assisting you at this time. Christine M. Powers, LICSW, LLC session fees are as follows:

Initial Session(s) or Assessment:	\$155.00
16 - 36 Minute Individual or Family Session	\$90.00
37 – 52 Minute Individual or Family Session	\$115.00
53 – 60 Minute Individual or Family Session	\$135.00
Group Therapy	Varies

Fees will be adjusted accordingly per extra minute for longer sessions (except as noted in the Late Arrivals section). Additionally, Christine M. Powers, LICSW, LLC is not responsible for any charges that may be incurred from communication via text, phone, and/or email.

Ancillary Services: Beneficial treatment components might include clinical services outside the office, or ancillary services. Examples of ancillary services are collaboration with families, schools, or other providers, preparation of written documents, attendance to meetings, workshops, other trainings, travel time, reproducing files for release, or other services. Christine M. Powers, LICSW, LLC's ancillary services are billed at the rate of \$110 per hour, and will be billed in 10-minutes increments. Please note that such services are not covered by health insurance providers; you will be expected to pay for those services prior to or at the time of service.

Telephone Consultations: Brief, infrequent contacts of up to 15 minutes will not be charged. Of course there is no charge for calls regarding coordination of appointments. Please understand that your health insurance provider will not reimburse for those charges. If you feel that you will require frequent telephone contact in addition to your regularly scheduled session time, then I am not the appropriate mental health provider for you. I can assist you with a referral to a counseling agency that has a higher level of care.

Payment for phone sessions are due prior to or on the day of service. The cost of a phone session will be equivalent to the fee schedule your health insurance reimburses for an hour session, divided per minute. If you do not have health insurance, the phone session fees are the same as the in-person session fees.

Payment Policies: You will be expected to pay for each session prior to or at the time of service; this might include co-insurance, deductible, or co-payment. I accept cash, checks, or Square eligible credit cards for payment. I will bill insurance companies I am “in-network” with. If you will be using health insurance benefits, you are responsible for contacting your health insurance provider prior to services with me to understand your benefits and limitations on your policy for outpatient mental health counseling with Christine M. Powers, LICSW, LLC. You are responsible for any fees not covered by your insurance carrier. In cases of limited financial resources or lack of insurance coverage, adjustments to the regular fee may be negotiated at the initial session (Sliding Fee Scale), depending on your financial situation. If a check is returned, you are responsible for paying any fees Christine M. Powers, LICSW, LLC may incur from a financial institution. Services may be suspended if your balance is not paid in full or other payment arrangements are made.

Cancellation Policy and Missed Appointments: I believe that for counseling to be the most helpful, it is important for clients to attend all scheduled sessions, except of course, in an emergency. Missed or cancelled sessions increase the time it takes to effect the changes you entered counseling to make, and may be counterproductive. Please give at least 24-hours notice if you must cancel your scheduled appointment for any reason. I will try and work with you to find an alternate time for your session.

My policy is to charge for any missed session not cancelled with 24-hour notice. The fee for missed sessions not cancelled with at least 24-hour notice is \$75. Please note that insurance and managed care companies will not pay for sessions that you miss. Should you decide less than 24 hours before your scheduled appointment that you would like a phone session instead of an in-person session, you will incur the cancellation fee of \$75, or above \$75 depending on the time of your session (Please see phone session rates section).

Weather Cancellation Policy: Only you can judge whether you are safe to travel. If you think you will not be safe or comfortable to drive due to snow or other weather conditions, I recommend you make that decision 24 hours in advance and call and cancel your scheduled appointment. Without 24-hours notice, the above cancellation policy applies, and you will be billed \$75.00. If the office is closed, your therapist will make every effort to contact you as soon as possible.

Late Arrivals: Arriving late for your scheduled session will reduce the time you have for discussing topics of concern for you. If you anticipate a late arrival, please make every effort to notify me as soon as possible. If you have not arrived within the first 10 minutes of your scheduled appointment, the appointment will likely not take place, and you will be charged the < 24 Cancellation fee (\$75).

Self-Pay or Insurance Reimbursement? You are encouraged to carefully consider the positives and negatives of paying for your sessions out-of-pocket or using insurance benefits. Using health insurance benefits will certainly lower your out-of-pocket expenses but results in less privacy and confidentiality. In addition, health insurance carriers limit the number and scope of sessions for which they will reimburse during any calendar year. When charges are submitted to an insurance carrier, a psychiatric diagnosis is required. It is important for you to be aware of the potential risks associated with any written diagnosis being submitted to your managed care company. Paying for therapy out-of-pocket is more expensive; however, it allows for optimal flexibility and confidentiality by maintaining all treatment decisions between therapist and client. Also, it has been found that self-pay clients tend to use counseling more efficiently and to get desired results more quickly when they have a sense of ownership over the process.

The Therapy Process: When you decide to seek out therapy, you may or may not know what is involved beyond what is portrayed in the movies and television programs. I will discuss my approach to the

therapeutic process, my practice style, and my training with you at your initial session. This section will give you a brief overview of what is required of the therapist and client when entering an agreement to engage in therapy.

Initial Consultation / Assessment – You and I will discuss your reasons for seeking counseling at this time and identify possible goals for therapy. In addition, I will be gathering other information to gain a better understanding of important issues and events in your life. This will also be the time that I will review the therapy process, explain my approach to therapy, and give you the opportunity to ask any questions you may have to give you a better sense of your comfort level with me. Also, toward the end of the initial session, I will review possible areas on which to focus in therapy, your comfort level with continuing with therapy at this time, frequency of sessions, and might offer information about other resources or services which might also be helpful.

New Hampshire law requires that all clients of mental health services provided by a licensed therapist receive a mental health diagnosis as determined by the most current edition of the Diagnostic and Statistical annual of Mental Disorders, published by the American Psychiatric Association. Please feel free to discuss my diagnosis of your mental health concerns. You have a right to know and understand your mental health diagnosis, particularly if you are seeking reimbursement for services through a health insurance provider, as they will require your diagnosis for reimbursement.

Ending Therapy – Therapy may end for a number of reasons and you have the right to end therapy at any time. Typically, a client has improved and/or achieved their identified goals, or a client wishes to take a break for personal or financial reasons. Ending therapy might also be due to either the therapist or client believing the relationship might not be a good “fit;” in this case, I’m happy to provide alternate therapist contact information. Ending therapy can be temporary or permanent, and re-engaging can be considered at a later time. Your therapist is willing to discuss your decision to end therapy with you and to clarify the reasons you wish to end services. If at any time you feel that therapy is not working, or that you and I are not making a positive connection, please discuss this with me.

Benefits and Limitations of Therapy – Therapy can help an individual improve the quality of their life and their relationships. It can help change self-defeating behaviors, build a sense of self-esteem, and/or develop the tools to effectively manage the stresses and frustrations of daily living or work through something traumatic. The success of your individual counseling experience depends on several factors: your willingness to engage in the process of self-reflection and change, your readiness to engage in the therapeutic process, and the therapeutic relationship you develop with your therapist. At times during the process, an individual may feel some discomfort due to a temporary increase in feelings of sadness, guilt, anxiety, anger, frustration, loneliness, or other negative feelings. These should be transitory in nature as the individual works through the issues which motivated them to seek counseling; however, please discuss any increase in negative feelings with me, as I may be able to help you understand the origins of a temporary increase in discomfort.

Minors in Counseling: A parent or guardian must authorize treatment for a minor, with only limited exceptions, to begin therapy with Christine M. Powers, LICSW, LLC. All legal guardians / parents must consent in writing (“Consent to Treat”) to the minor’s treatment. Parents and guardians, both custodial and non-custodial, have a right to access and authorize the release of information, and they have the right to access the minor’s record. When a minor child reaches his/her 18th birthday, control of treatment, information, and records reverts to the child.

Couples and Family Counseling: Information from couple or family therapy can only be released to third parties by written permission from each legally competent person involved in the therapy. All individuals age 18 and over will be asked to sign a Consent to Treatment at the initial session.

Court-Ordered Counseling: If you are interested in engaging in therapy as a result of a court order requiring you to seek treatment, my practice is unable to provide services. Court ordered therapy typically involves written reports, as well as collaboration with outside agencies or legal entities, and Christine M. Powers, LICSW, LLC is unable to meet this level of need.

Limits of Services: The therapist's role is to provide therapy, *not* to assess whether a parent is the most appropriate for custody, serve as an advocate or investigator on other issues, or act as an expert witness. What this means is that Christine M. Powers, LICSW, LLC does not provide child custody evaluations and does not make recommendations in child custody disputes. If you are seeking those types of services, I can refer you to another therapist in the area who specializes in that area. Christine M Powers, LICSW, LLC does not provide letters or reports for court, custody, or criminal matters.

Availability and Provisions for Emergency Care: Christine M. Powers, LICSW, LLC does not provide 24-hour emergency services coverage to clients. I am often not available immediately by phone, and I do not take calls when in session. When I am not available, you may leave a message, and I will return your call as soon as possible. Please make sure you leave a number where you can be reached and a message stating your concern. If you do not want to wait for a return call, I encourage you to call your local hospital and ask to speak to an Emergency Services clinician. **If you feel your personal safety is threatened and immediate action is required, call 911 or go directly to your local emergency room.**

Confidentiality & Privacy Practices: Communication between client and therapist is strictly confidential. In order for therapy to be effective the client must feel assured that he/she is respected and that all communication between a client and his/her therapist is privileged and may not be disclosed without authorization of the client. All communications between a licensed mental health professional in the State of New Hampshire and his/her clients are privileged, and communication will not be disclosed except for the following provisions:

- 1) Any form of abuse or neglect of minors, elderly, or handicapped individuals must be reported to the proper authorities. As a mandated reporter under State law, mental health practitioners must report suspicion of neglect or abuse of a minor, the elderly, or persons with physical or mental limitations.
- 2) When a client is a potential danger to him/herself, the therapist must take action to prevent harm to the client. Appropriate action may include involuntary hospitalization or informing the police and/or family members of the situation.
- 3) Under provisions of NH law (RSA 330-A; 22), therapists have a duty to "warn of, or take reasonable precautions to provide protection from a client's violent behavior when the client has communicated to the mental health professional 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." Every reasonable effort will be made to communicate a threat to the victim(s), the local police department or to "obtain civil commitment of the client to the state mental health system." This also applies to incidents of possible harm to self. If such efforts are made, the mental health professional is not liable for any legal action for having broken the privacy or confidentiality of the therapist-client relationship.
- 4) Disclosure of confidential information can be required by court order in the form of subpoena of therapist's records or therapist's testimony.

- 5) State regulatory agencies (e.g., NH Board of Mental Health Practice) have legal right to access of client records when and if a question of professional misconduct is raised.
- 6) When you agree to have your insurance carrier billed for services, the insurer or their designated representative does have access to your record for review purposes. Unless you otherwise indicate, you release Christine M. Powers, LICSW, LLC to provide only billing information to the subscriber of any insurance, if subscriber is other than you, unless other arrangements are made.
- 7) If the client requests and agrees in writing to such disclosure.
- 8) If the individual receiving treatment is under 18 years of age, treatment must be authorized by a parent or guardian (with limited exceptions). The child may only undertake treatment with the consent of both parents. If it is determined that it is appropriate or necessary to proceed with therapy with only one parent providing consent, the non-signing parent still has a legal right to a copy of the minor's record if requested unless his/her parental rights have been terminated or there is a Court Order prohibiting him/her from receiving records. Please be aware that the law also provides parents the right to examine such treatment records. It is policy to request an agreement from parents that they agree to give up access to the adolescent's records and/or provide them only with general information about our work together, unless I were to believe there is a high risk for serious harm to themselves or another. In such a case, I would notify parents of my concern(s). Before giving parents any substantial information, I would discuss the matter with the adolescent if possible.
- 9) Lastly, treatment records of couple's therapy sessions contain information about each person. Both clients should be aware that either person has a right to obtain treatment records unless both persons agree that treatment records will only be released by joint consent. In the event of a disagreement, the records will not be released without a Court's Order.

When participating in any therapy involving others, such as couples, family, or group therapy, all reasonable steps are taken to assure that the rights of confidentiality are maintained by the therapist. However, each participant is reminded that he/she is responsible for also maintaining the confidentiality of the other members of a multiple person therapy session, just as they would expect the other participants to honor their privacy. In the case of group therapy with unrelated participants, each participant will be asked to sign a written confidentiality agreement prior to participating in the group.

* Please also see **Privacy Practices & HIPAA** section below and **Notice of Privacy Practices** document later in this packet for more information about your privacy / confidentiality.

Electronic Exchanges: Christine M. Powers, LICSW, LLC will use reasonable means to protect the security and confidentiality of email and text information sent and received. However, because of the risks associated with email and texting, I cannot guarantee the security of email or text communication and am not liable for disclosure of confidential information. By signing an Authorization for Release of Confidential Information for any person or entity, you are consenting for any information to be exchanged via email or text. Please use email or text for purposes of scheduling or billing questions only. It is recommended that you do not use any identifying information except your first name and phone number when using email or text. Please follow-up with me if you have not received a response to your email or text within 1 business day. If you are not sure if the issue you wish to discuss should be included in an email or text, please call me. By sending or receiving emails or texts, you agree to indemnify and hold harmless Christine M. Powers, LICSW, LLC from and against all losses, breaches, expenses, damages and costs associated with your email or text.

Professional Records: Christine M. Powers, LICSW, LLC maintains a file for each client. Your record consists of 2 parts: Clinical Record and Psychotherapy Notes. Your Clinical Record includes: Intake assessment, diagnosis, treatment plan, consent to treatment, medical and social history, past treatment, demographic information, billing & insurance information, and any other written information received from or about a client. I also keep the section of Psychotherapy Progress Notes; these notes are for my own use and are designed to assist in providing you with quality treatment. These notes can contain particularly sensitive information that is not required to be included in your Clinical Record. The client or parent of a minor is entitled to a copy of Clinical Record for a fee that covers copying and administrative costs; a client may review their file at any time with me.

It is my policy to maintain your records securely for 10 years after the end of our therapy. At that time, client records will be destroyed. If I must discontinue your relationship due to illness, disability, or other presently unforeseen circumstances, Christine M. Powers, LICSW, LLC will maintain the confidentiality, preservation, and appropriate access of your records. You have the right to request copies of document(s) in you or your child's record. The first 10 pages are free, and you will be financially responsible for the cost of any copies and administrative costs thereafter.

* Please also see *Privacy Practices & HIPAA* section below and **Notice of Privacy Practices** document later in this packet for more information about your record.

Privacy Practices and HIPAA:

The Health Insurance Portability and Accountability Act (HIPAA) is a new federal law that provides privacy protections and new patient rights with regard to the use and disclosure of your Protected Health Information (PHI) for purposes of treatment, payment, and health care operations (that is, your case file). HIPAA requires you be provided with this Notice of Privacy Practices for use and disclosure of PHI for such treatment, payment, and health care operations.

Protected Health Information may not be used or disclosed in violation of the HIPAA Privacy Rule (45 CFR parts 160 and 164) (the "Privacy Rule"), or in violation of state law. As a clinician, we are permitted, but not mandated, under the Privacy Rule to use and disclose PHI without patient consent or authorization in certain circumstances. However, state or federal law may supersede, limit, or prohibit these uses and disclosures. Such permitted uses and disclosures of PHI include: Those made to the patient, for treatment, payment, or health care operations purposes, or as authorized by the patient; those related to or made pursuant to reporting on victims of domestic violence or abuse (as required by law), Court orders, Worker's Compensation laws, serious threats to health or safety, government oversight (including disclosures to a public health authority, coroner or medical examiner, military or veterans' affairs agencies, an agency for national security purposes, law enforcement). We use and disclose PHI only as permitted by the Privacy Rule and in accordance with state or federal law.

The law also requires that your signature be obtained, acknowledging that you have been provided with this information. Although these documents are long and sometimes complex, it is important that you read them carefully. You can discuss any questions you have about procedures upon meeting with your therapist. When you sign this document, it will represent an agreement between you and your clinician. You may revoke this Agreement in writing any time. That revocation will be binding unless action has already been taken in reliance on it or if there are obligations imposed on Christine M. Powers, LICSW, LLC by your health insurer in order to process/substantiate claims made under your policy.

You should be aware that, pursuant to HIPAA, your clinician will keep Protected Health Information about you in two sections of the professional record. One set constitutes your Clinical Record. It includes information about your reasons for seeking therapy, description of the ways in which your problem impacts your life, diagnosis, goals for treatment, your progress towards these goals, medical and social history, treatment history, any past treatment records that were received from other providers; as well, reports of any professional consultations, your billing records, and any reports that have been sent to anyone, including reports to your insurance carrier.

In addition, your clinician will keep a set of Psychotherapy Notes. These Notes are for their own use and are designed to assist in providing you with quality treatment. While the contents of Psychotherapy Notes vary from client to client, they can include the contents of conversations with your therapist. They also contain particularly sensitive information that you may reveal that is not required to be included in your Clinical Record. These Psychotherapy Notes are kept separate from your Clinical Record. While insurance companies can request and receive a copy of the Clinical Record, they cannot receive a copy of your Psychotherapy Notes without your signed Authorization.

HIPAA also provides you with several new or expanded rights with regard to your Clinical records and disclosures of Protected Health Information. These rights include requesting that your clinician amend your record; requesting restrictions on what information from your Clinical Records may be disclosed to others; requesting an accounting of disclosures of Protected Health Information that you have neither consented to or authorized; determining the location to which protected information disclosures are sent; having any complaints you make about Christine M. Powers, LICSW, LLC or the clinician's policies and procedures recorded in your records; and the right to a paper copy of the Agreement, the attached Notice form, and Christine M. Powers, LICSW, LLC privacy policy and procedures. Your record will be confidentially treated & maintained as required by law. We've established guidelines within this practice for clinical record management should death/disability of the clinician occur.

Further, it is our understanding that insurance companies cannot require your authorization as a condition of coverage nor penalize you in any way for your refusal. You may examine and/or receive a copy of both sets of records if you request it in writing. Because these are professional records, they can be misinterpreted and/or upsetting to untrained readers. For this reason, it is recommended that you initially review them in the clinician's presence or have them forwarded to another mental health professional so you can discuss the contents with such assistance.

You may ask questions or complain if you believe we have violated your privacy rights. You may file a complaint with us by notifying the privacy officer or you may send a written complaint to the Secretary of Health and Human Services.

CLIENT RIGHTS AND RESPONSIBILITIES

As a client of Christine M. Powers, LICSW, LLC, you have rights under state and federal laws. You have the right to be treated with dignity and respect.

You have a right to privacy. All the information you share with staff is kept private, except in emergencies or when we are required or permitted by law to disclose the information. Clinicians are required by law to report harm to a child or disabled adult and any threat you might make to harm another person or property. Otherwise, your mental health information will be given to someone else **only** if you have given us written permission to do so.

You have a right to see your mental health record. If you think it contains an error, you may ask to add your own statement to your record. You can ask for a copy from your record; however, you will be charged for the copies. You cannot be kept out of services because of race, color, age, gender, religion, sexual orientation or degree of disability.

You have a right to information about the cost of your services.

You have a right to information about your mental health provider's qualifications.

You have a right to information about proper behavior by your mental health provider and to know that sexual contact between a provider and a client is illegal.

You have a right to quality services that will help you to be as independent as possible. You have a right to be a part of choosing your own treatment. You should be told of the possible risks, side effects, benefits, and choices about your treatment.

If you behave in a way that is dangerous or disrupts services to other people, you may be suspended or terminated from services. You can appeal a suspension or termination from services.

If you think these rights have been violated, you can file a complaint. Any staff member can give you information on how to file a complaint.

ALONG WITH THESE RIGHTS COME CERTAIN RESPONSIBILITIES AS A CLIENT

You are expected to treat other clients and staff with respect. You cannot disrupt services or the treatment of other clients. You may not do anything that will cause risk or danger to anyone.

You should ask questions about anything you do not understand and speak up when you don't agree. Carefully read any papers you are asked to sign and ask for help when you need it. Be an active participant in your care!

Call the day before you miss an appointment. If you don't call to cancel, you may be charged for the missed appointment.

We will bill your health insurance for services rendered unless you choose to pay out-of-pocket. Any self-pay fees or co-pays will be due at the time of your session. If payment is not received for two sessions, services will be suspended until such time as past due balances are paid in full.

Notice of Privacy Practices

This notice describes how medical and psychological information about you may be used and disclosed, and how you can get access to this information. Please review it carefully.

We take the privacy of your health information seriously, and we are committed to protecting your health information. This Notice of Privacy Practices describes how we may use and disclose your protected health information to carry out treatment, obtain payment, and for other purposes that are permitted or required by law. It also describes your rights to access and control your protected health information. If you are the parent or guardian of a minor child in treatment, all of the information in this notice pertains to PHI regarding that child. This Notice applies to all records of your, or your child's, care that we maintain, which contain your PHI. Protected health information is psychological and medical information that identifies you or may provide a basis for identifying you. This Notice is provided to tell you about the duties and practices Christine M. Powers, LICSW, LLC has and will

take with respect to your health information. We are required by law to provide you with this Notice, and we are required to follow the terms of the Notice that is currently in effect.

Permitted Uses and Disclosures of PHI

In most instances when we need to share PHI with a third party we will seek your written permission. There are times when a clinician is permitted or required by law to use and disclose your health information without specific consent from you, as described below. The following categories describe and give examples of the different ways that we may use and disclose your health information with your consent for services. All of the ways we are permitted to use and disclose your information will fall within one of these categories.

Treatment: We may use PHI about you to provide you with treatment. Treatment is considered to include those services in which we provide, coordinate, or otherwise manage your health care including coordination of services and consultation with designated health care providers, such as your primary care physician.

Payment: We may use and disclose your PHI for payment purposes. We may bill and collect for the treatment and services we provide to you. We may send your PHI to an insurance company or third party for payment purposes including a collection service. For example, your health insurance plan may require certain information in order to determine eligibility or coverage.

Healthcare operations: We may use and disclose your PHI for health care operations. These uses and disclosures are necessary to make sure that you receive competent, quality health care, and to maintain and improve the quality of health care that we provide. For example, we may use your PHI for performance improvement activities, which would contribute to our mission of providing mental health care of the highest quality to each patient.

Permitted Uses Without Prior Authorization

We may use or disclose your PHI without your prior authorization for several other reasons. Subject to certain requirements, we may give out health information about you without prior authorization for public health purposes, abuse or neglect reporting, health oversight audits or inspections, and emergencies. We also disclose health information when required by law, such as in response to a request from law enforcement in specific circumstances, or in response to valid judicial or administrative orders.

To Avert a Serious Threat to Health or Safety: We may use and disclose your necessary PHI when we believe it is necessary to prevent a serious threat to your health and safety or the health and safety of the public or another person. Any disclosure, however, would only be to someone able to help prevent or lessen the threat or to law enforcement authorities in particular circumstances.

Abuse or Neglect: We may disclose your PHI to the authority that is authorized by law to receive reports of child abuse or neglect, or adult abuse or neglect consistent with the requirements of applicable federal and state laws.

Health Oversight: If the New Hampshire Board of Mental Health is investigating, then we are required to disclose your mental health records upon subpoena from the Board.

Judicial or Administrative Proceedings: If you are involved in a court proceeding and a request is made for information about the professional services that we have provided you and/or the records thereof, such information is privileged under state law, and we may not release information without your written authorization. The privilege does not apply if this information is required by court order.

Military Activity and National Security: When the appropriate conditions apply, we may release your PHI as required by domestic military or foreign military command authorities. We may also disclose your PHI to authorized federal officials conducting national security and intelligence activities, including for the provision of protective services to the President, or other authorized persons or foreign heads of state or for the conduct of special investigations.

Third Parties: We may disclose your PHI to third parties with whom we contract to perform services on our behalf. If we disclose your information to these entities, we will have an agreement with them to safeguard your information.

Other uses and disclosures of your health information will be made only with your written authorization. If you provide us authorization to use or disclose your PHI, you may revoke that authorization, in writing, at any time. If you revoke your authorization, we will no longer use or disclose PHI about you for the reasons covered by your

written authorization. Please understand that we are unable to take back any disclosures we may have already made under the original authorization.

Your Rights Regarding Your Health Information

You have the following rights regarding health information we maintain about you:

Right to Inspect and Copy: You have the right to review or obtain a copy of health information that may be used to make decisions about your care. Upon your request, we will discuss with you the details of this process. If you request a copy of the information, we may charge a fee for the costs of copying, mailing, or other supplies associated with your request.

Right to Amend Your PHI: You have the right to ask us to modify but not delete your health and/or billing information for as long as the information is kept by us. You must submit your request in writing. In addition, you must provide a reason that supports your request. We will inform you of our decision in writing. On your request, we will discuss with you the details of the amendment process.

Right to an Accounting of Disclosures: You have the right to a list of those instances where we have disclosed health information about you other than for treatment, payment, health care operations, where you specifically authorized a disclosure, or other instances specifically noted in the Privacy rule that are not subject to the Accounting of Disclosures standard. You must submit a written request to obtain a copy of this disclosure list. Upon your request, we will discuss the details of the accounting process.

Right to a Paper Copy of This Notice: You may ask us to give you a copy of this Notice at any time.

Questions and Complaints: You may ask questions or complain if you believe we have violated your privacy rights. You may file a complaint with us by notifying the privacy officer, or you may send a written complaint to the Secretary of Health and Human Services

This notice was published and becomes effective on September 1, 2007.

MENTAL HEALTH BILL OF RIGHTS

"This Mental Health Bill of Rights is provided by law to persons receiving mental health services in the State of New Hampshire. Its purpose is to protect the rights and enhance the wellbeing of clients, by informing them of key aspects of the clinical relationship. As a client of a New Hampshire Mental Health Practitioner, you have, without asking, the right:

(1) To be treated in a professional, respectful, competent and ethical manner consistent with all applicable state laws and the following professional ethical standards:

- a. for psychologists, the American Psychological Association;
- b. for independent clinical social workers; the National Association of Social Workers;
- c. for pastoral psychotherapists; the American Association of Pastoral Counselors
- d. for clinical mental health counselors; the American Mental Health Counselor Association; and
- e. for marriage and family therapists; the American Association for Marriage and Family Therapists.

(2) To receive full information about your treatment provider's knowledge, skills, experience and credentials.

(3) To have the information you disclose to your mental health provider kept confidential within the limits of state and federal law. Communications between mental health providers and clients are typically confidential, unless the law requires their disclosure. Mental health providers will inform you of the legal exceptions to confidentiality, and should such an exception arise, will share only such information as required by law. Examples of such exceptions include but are not limited to:

- a. abuse of a child;
- b. abuse of an incapacitated adult;
- c. Health Information Portability and Accountability Act (HIPAA) regulation compliance;
- d. certain rights you may have waived when contracting for third party financial coverage;
- e. orders of the court; and
- f. significant threats to self, others or property.

(4) To a safe setting and to know that the services provided are effective and of a quality consistent with the standard of care within each profession and to know that sexual relations between a mental health provider and a client or former client are a violation of the law (RSA 330-A:36).

(5) To obtain information, as allowed by law, pertaining to the mental health provider's assessment, assessment procedures and mental health diagnoses (RSA 330-A:2 VI).

(6) To participate meaningfully in the planning, implementation and termination or referral of your treatment.

(7) To documented informed consent: to be informed of the risks and benefits of the proposed treatment, the risks and benefits of alternative treatments and the risks and benefits of no treatment. When obtaining informed consent for treatment for which safety and effectiveness have not been established, therapists will inform their clients of this and of the voluntary nature of their participation. In addition, clients have the right to be informed of their rights and responsibilities, and of the mental health provider's practice policies regarding confidentiality, office hours, fees, missed appointments, billing policies, electronic communications, managed care issues, record management, and other relevant matters except as otherwise provided by law.

(8) To obtain information regarding the provision(s) for emergency coverage.

(9) To receive a copy of your mental health record within 30 days upon written request (except as otherwise provided by law), by paying a nominal fee designed to defray the administrative costs of reproducing the record.

(10) To know that your mental health provider is licensed by the State of New Hampshire to provide mental health services.

a. You have the right to obtain information about mental health practice in New Hampshire. You may contact the Board of Mental Health Practice for a list names, addresses, phone numbers and websites of state and national professional associations listed in Mhp 502.02 (a)(1)(a-e).

b. You have the right to discuss questions or concerns about the mental health services you receive with your provider.

c. You have the right to file a complaint with the Board of Mental Health Practice.”
