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**NOTICE TO CLIENTS AND CONSENT
TO TREATMENT AGREEMENT**

TO MY CLIENTS:

The Board of Mental Health Practice regulations, including the Mental Health Bill of Rights, require all licensed mental health professionals to provide clients certain basic information regarding your rights. A copy of the Mental Health Bill of Rights is included with this form and posted in the waiting area. Please review the bill of rights carefully and let me know if you have any questions. Also, to avoid confusion or misunderstandings, I am providing additional important information for your review and agreement. Please read it carefully and discuss any questions you have before signing below.

1. LICENSE AND CODE OF ETHICS- I am a Licensed Mental Health Counselor governed by the Code of Ethics of the New Hampshire Board of Mental Health Practice. My license and a copy of the Code of Ethics are displayed in my office. I will provide information regarding my training, qualifications and experience and upon request.

2. QUALIFICATIONS AND SCOPE OF PRACTICE- My practice areas include working with clients who may be experiencing anxiety, depression, and social issues as well as individuals experiencing times of transition, grief, etc. I also work with children with behavioral, or emotional needs and parents in providing parenting training and support. My treatment approach is eclectic and collaborative in nature. I base the techniques used on the needs of the client as well as my clinical expertise. My methods are focused on assisting you in reaching your treatment goals in a supportive and effective manner.

3. DIAGNOSIS AND RECOMMENDED TREATMENT- As part of your (your child's) initial evaluation phase (2-4 sessions), we will discuss your goals, and a proposed treatment plan including my estimate of the length of therapy. Since therapy often involves discussing unpleasant aspects of your life, you may experience uncomfortable feelings like sadness, anger, frustration, or loneliness. On the other hand, psychotherapy has also been shown to have benefits for people who go through it. But there are no guarantees of what you will experience. You should be aware that there are alternative types of services to those being offered by me. There are risks and benefits associated with counseling, alternatives to counseling and with not pursuing any counseling. To the extent that you are interested in alternatives, you should discuss this with me. If either of us feels that I am not an appropriate therapist for you, I may offer you names of other therapists who may be more appropriate to meet your needs.

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4.CONFIDENTIALITY- Under New Hampshire law, communications between you and I are confidential and may not be disclosed without your specific authorization except under specific, limited circumstances. Among the exceptions to confidentiality are New Hampshire reporting laws which require licensed psychotherapists to report to the appropriate authorities certain types of conduct. For example (1) when there is a reason to suspect that abuse or neglect has occurred to a minor child, an elderly or incapacitated adult; (2) when serious threat of violence to identified persons or property; (3) when serious suicidal intentions are disclosed and the client or guardian refuses voluntary treatment to ensure client safety.

As part of maintaining a valid license, I am required to regularly discuss cases with colleagues. My colleagues are legally bound to confidentiality as well. 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.

My practice is such that I share services with other providers under the name Whole Life Health Care. Services include phone and website services, waiting room, and print materials. In spite of these combined services I am an independent practitioner from Whole Life Health Care Medical Practice and all other practitioners in the building. If you have any questions or concerns relating to Whole Life Health Care, your privacy, or the functioning of this facility, please let me know. If you currently see another provider in building and would like for me to coordinate care, please ask to sign a release.

5.BOUNDARIES/ CONFLICTS OF INTEREST-New Hampshire is a small state and from time to time, actual or potential conflicts of interest may arise. In the event that I become aware of a conflict of interest 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.

Sometimes I do see clients outside of the session by coincidence. It is my policy not to say “hello” or engage in conversation with clients when seen outside of session. The purpose of this policy is to protect your confidentiality in public situations.

Licensed psychotherapists are obligated to establish and maintain appropriate professional boundaries (relationships) with present or past clients (and, in some cases, client's family members). For example, therapists should not socialize or become friends with clients and should never become sexually involved with a client.

6.CONCERNS-If you have any complaints about the treatment you have received or about billing, I encourage you to contact me to resolve any questions or concerns which may arise. You may also contact the New Hampshire Board of Mental Health Practice, 49 Donovan Street, Concord, NH 03301, 603-271-6762.

7.COST OF PROFESSIONAL SERVICES- The Initial Evaluation is \$120 for a 45-minute session. My fee for each additional session (45 minutes) is \$100. If I am an in-network provider for your insurance or managed care plan, I have contracted with them to accept their fee schedule as the standard fee.

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8.CHARGES FOR ADDITIONAL SERVICES- Professional Services are charged at the rate of \$100 per hour. These services include: report writing, attendance at meetings with other professionals, non 'medically necessary' therapy (long term psychotherapy), counseling for maintaining progress previously made, treatment summaries or preparation of records, calls to other professionals, family members, And the writing of letters to other professionals at clients' request.

Telephone conversations including crisis, or other clinical service related calls lasting longer than 15 minutes might be billed at \$25 per 15 minutes. In general, if it requires less than 15 minutes of time, the services are not billed to you as a courtesy. If you are concerned that you may be billed for such a service, please ask at the time that you request or receive the service.

9.ANCILLARY SERVICES are charged at a rate of \$250 per hour and if required to engage in these services you agree to compensate me, in advance. Because courts do not follow a particular schedule, I may have to cancel a half-day of clients therefore, I allot time in four-hour increments. Please note that my role is to provide psychotherapy services, not to assess fitness of custody, serve as an advocate on other issues or act as an expert witness.

10.LATE CANCEL/MISSED APPONTMENTS- Should you need to cancel or reschedule an appointment, 24 hour notice is required or you will be billed \$75 to be paid at next appointment. Please note that Monday appointments must be canceled by the previous Friday by 5pm. You can leave a cancellation call on my voicemail after hours or on weekends. If you have missed or canceled three appointments with less than the required notice, you may be discharged from my care.

11.REDUCED FEES If you are unable to afford the standard fee you may request a reduced fee by completing an Application for Reduced Fees. This may require proof of income and related financial information. Please note that any fee reduction is in effect only AFTER the Application has been submitted and approved. Reduced fees for customary professional services are at the therapist discretion.

12.BILLING AND PAYMENT: Payment for services is due at every session. If you are using insurance or managed care, your co-pay is due at every session. You may pay by cash, credit card or check. If you are paying by personal check please make it out to Lisa Spurling, LCMHC. Please note that you are responsible for any fees incurred if your check is returned for any reason as well as a \$35 surcharge. With regard to minors with divorced parents, the financially responsible parent, as noted on the Client Information Form, agrees to pay regardless of any disagreements with the other parent.

If you think you may have trouble paying your bills on time, please discuss this with me as soon as possible. If you have an unpaid balance of over \$150 or if your account has not been paid for more than 60 days (and you have not signed a payment

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plan), I may consider referring you to another therapist or terminating treatment. A balance of this magnitude can place significant stress on clients and can be a distraction for the client from the treatment itself. I have the option of using legal means to secure payment. This may involve hiring a collection agency or going through small claims court which will require disclosure of otherwise confidential information.

13. MANAGED CARE Most managed care companies (MCC) limit the number of sessions which will be reimbursed. Clients are encouraged to communicate directly with the MCC about such limitations before starting treatment. Any concerns about the confidentiality of managed care records should also be directed to the MCC. You should also be aware of potential risks associated with any written diagnosis or with information relevant to the services you receive being submitted to your managed care company. If you do not want this information shared with your MCC, we can discuss private payments. If you refuse the authorization, the insurance company can deny your claims and you will be responsible for payment of fees.

MCC plans, such as HMOs and PPOs often require authorization before they provide reimbursement. These plans can be limited to short term care with approval needed for additional sessions after the limit is reached. If you feel you need more services beyond your benefits you may have the choice to pay for the services. Please keep in mind that some managed care or insurance companies refuse to allow me to provide you with services once your benefits end. If this is the case, than I can refer you to another provider. It is important for you to obtain this information prior to the first session so we can develop an appropriate treatment plan, which ethically must take into consideration your financial situation. It is important that I am notified of any insurance changes prior to a session. If you receive a new insurance card in the mail, please bring it with you so that I can make a copy of the new card.

14. HOW TO CONTACT ME I typically return calls on Monday through Thursday and on these days calls are returned within one business day of receiving them. If I am to be away from the office for an extended period of time, I can provide you with the name of a colleague to contact. This practitioner would not have access to records. Any practitioner covering for me will maintain confidentiality, as required by our licensure.

15. EMERGENCIES If during your treatment, you (or you child expresses) feeling suicidal or homicidal, and you feel the threat is serious and immediate, call 911. Calling me first may result in an unnecessary delay in obtaining needed treatment in a life-threatening situation. My practice does not have crisis services such as 24-hour availability, support staff or a psychiatrist. If you believe that you may need crisis services during your treatment, it is important to discuss this with me at our first session.

16. ELECTRONIC COMMUNICATIONS Some insurance companies require that I send billing and other information electronically (e.g., by facsimile or e-mail). I also communicate with my billing agency in this manner but I cannot guarantee the confidentiality of such communications. If you do not consent to electronic

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communications, please inform me immediately, before beginning treatment, so that I can determine how to proceed. I do not accept or respond to electronic mail communications about treatment issues from either the insurance companies or clients themselves.

17.PROFESSIONAL RECORDS-I maintain a file on every client and you are entitled to a copy of the records for a fee which covers copying and administrative costs. If you wish to see a copy of your records, I recommend that you review them with me so that we can discuss the contents.

18.MINORS - FOR PARENTS- Generally, the treatment of a minor child (under the age of 18) must be authorized by a parent or someone else with legal authority. I believe it is best to identify and resolve potential parental agreements before treatment begins. Therefore, it is my policy to treat minors only with the consent of both parents; to the extent both are available. If both are available but cannot reach agreement about treatment and access to records, it is the responsibility of the parents to resolve their differences through a court hearing prior to instituting treatment. If one parent is unavailable and we determine that it is appropriate to proceed with the consent of only one parent, the absent parent will have a right to the child's treatment records upon request while the child is a minor unless there is a court order to the contrary. If continuation of treatment becomes an issue, it is the responsibility of the parents to resolve the disagreement in court. If at any time during treatment there is a dispute regarding whether your child's confidential therapy records should be disclosed, it is the responsibility of the parents to file a motion with the court and have the court determine what is in the child's best interest. Upon turning 18, the child gains control over treatment, information and records.

19.FOR MATURE MINORS Because you are a minor (under the age of 18), I cannot treat you without parental consent. Parental control over your treatment includes their right to access and release your medical records. In the event you object to either parent having access to your treatment records, I encourage you to raise this issue with your other parent or with a guardian ad-litem, if one has been appointed.

20.GROUP THERAPY Unlike individual treatment, confidentiality of group therapy is not privileged, and therefore is not protected by law. Group members must sign and abide a written confidentiality agreement prior to participating in the group. Clients with concerns about confidentiality should discuss them prior to beginning treatment.

21.COURT ORDERED TREATMENT If you are seeing me due to a court order requiring you to seek treatment, it is my policy that we not proceed with treatment until I have received a copy of the court order and have had an opportunity to review it. Because you have been ordered by the court to obtain treatment, there are limits on confidentiality in addition to the ones described in the paragraph titled Confidentiality.

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ACKNOWLEDGEMENT AND ACCEPTANCE Your signature below indicates that you have read this Agreement and agree to abide by its terms. You have the right to revoke this Agreement in writing at any time. Your revocation will be binding unless I have taken action in reliance to this Agreement; if there are obligations imposed on me by your health insurer in order to process or substantiate claims made under your policy, or if you have not satisfied any financial obligations you have occurred.

Date: _____

Client [or parent] Signature

Printed Name: _____

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