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PSYCHOTHERAPY INFORMATION DISCLOSURE STATEMENT,
NH MENTAL HEALTH BILL OF RIGHTS,
AND CONSENT TO TREAT

Like any other form of treatment, the purpose of psychotherapy is to relieve suffering, to allow normal functioning, and if possible to cure and prevent difficulties; therapy aims to increase the sense of well-being, self-esteem, and to reduce the sense of discomfort. As a therapist, I act as a guide who helps to create a safe place to take risks, and provide support to become empowered to change and to reach your goals.

Sometimes emotional discomfort or ‘feeling blue’ may be related to a medical condition, such as a thyroid dysfunction or a Vitamin-B deficiency. I encourage you to see your primary care physician prior to entering into therapy to ensure that such psychic distress is not due to a related medical problem.

Although therapy can greatly improve your quality of life and relationships, it also has potential emotional risks. Approaching feelings or thoughts that you have tried not to think about for a long time may be painful. Making changes in your beliefs or behaviors can be scary, and sometimes disruptive to the relationships you already have. You may find your relationship with me to be a source of strong feelings. It is important that you consider carefully whether these risks are worth the benefits to you. Most people who take these risks find that therapy is helpful.

As a therapist, I have responsibilities to you and as a client. And you, as a client, have some responsibilities to me, your therapist. As a client in psychotherapy, you have certain rights that are important for you to know about because, after all, this is your therapy and the general goal is your well-being. There are also certain limitations to those rights that you should be aware of, outlined below.

The remainder of this document has been created to avoid confusion or misunderstandings about our working relationship as client/therapist. Please read the information carefully. We can discuss any questions you have before signing.

My Responsibilities to You as Your Therapist:

I. Confidentiality: With the exception of certain specific exclusions described below, you have the absolute right to the confidentiality of your therapy. I cannot and will not tell anyone else what you have told me, or even that you are in therapy with me, without your prior written permission. Even if you do authorize release of information to a third party, I will endeavor to protect your privacy to the extent that I can by releasing only the information necessary to that third party. You may direct me to share information with whomever you chose, and you can change your mind and revoke that permission at any time.

Below is a list of exclusions of confidential communications or information that may be revealed without your permission:

1. If necessary for protect my, yours, or the safety of others.

(a) If you are clearly dangerous to yourself, I may take steps to seek involuntary hospitalization and may also contact members of your family or others.

(b) If you threaten to kill or seriously hurt someone and I believe you may carry out your threat, or if I believe you will attempt to kill or seriously hurt someone, I may:

- tell any reasonably identified victim;
- notify the police; and/or
- arrange for me to be hospitalized

I would explore all other options with you before I took this step, but if at that point, you were unwilling to take steps to guarantee your safety, ethically I would be held responsible and would take these actions.

2. If necessary for you to be hospitalized for psychiatric care.

3. If I believe a child, a disabled person, or an elderly person in your care is suffering abuse or neglect.

4. To provide information regarding your diagnosis, prognosis and course of treatment, or for purposes of utilization review or quality assurance, to a third party payer.

5. In a legal proceeding where I introduce your mental or emotional condition.

6. If you bring an action against me, and disclosure is necessary or relevant to a defense.

7. If necessary to use a collection agency or other process to collect amounts owed for services.

8. If a court orders access to my records in a sexual assault or other criminal case.

I will try to inform you of any time when I may have to reveal information related to these exclusions.

In addition to these exclusions, 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. I will act to protect your privacy when reviewing your case.

II. HIPAA: You are protected under the provisions of the Federal Health Insurance Portability and Accountability Act (HIPAA). This law insures the confidentiality of all electronic transmission of information about you. Whenever I transmit information about you electronically (for example, sending bills or faxing information), it will be done with special safeguards to insure HIPAA confidentiality.

If you elect to communicate with me by email at some point in our work together, please be aware that email is not completely confidential. I *will not* provide any therapy via email. All emails are retained in the logs of your or my internet-service provider. Any email I receive from you, and any responses that I send to you, will be printed out and kept in your treatment record.

III. Mental Health Bill of Rights: The New Hampshire 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 at the end this document for you to keep and posted in my office. Please review the bill of rights and let me know if you have any questions.

IV. Record-keeping: I maintain a file on every client. You are entitled to a copy of your 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. You have the right to request that I correct any errors in your file. You have the right to request that I make a copy of your file available to any other health care provider at your written request. I maintain your records in a secure, locked location that cannot be accessed by anyone else.

V. Managed Mental Health Care: Most managed care companies (MCC) limit the number of reimbursable sessions. Clients are encouraged to communicate directly with their MCC about such limitations before starting treatment. Any concerns about the confidentiality of managed care records should also be directed to the MCC.

If a third party, such as a MCC, is paying for part of your bill I am typically required to give a diagnosis to that third party in order to be paid. Diagnoses are technical terms that describe the nature of your problems and something about whether they are short-term or long-term problems.

You should 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 to be shared with your MCC, we can discuss private payment. If you refuse the authorization, the insurance company can deny your claims and you will be responsible for the payment of fees. MCC plans, such as HMOs and PPOs, often require authorization before they provide reimbursement.

MCC's 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. Other insurance companies require that the provider sign a separate agreement with the patient if therapy continues after the managed benefits expire, one that specifies that the patient understands that the services provided are outside the scope of their coverage and agree to pay out of pocket without expectation of reimbursement from the insurance company.

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. If I am not able to be reimbursed by the insurance company because of changes in your coverage that I was not informed about in a timely fashion, you may be responsible for the payment of those services yourself.

VI. Other Rights: You have the right to ask questions about anything that happens in therapy. I am always willing to discuss how and why I've decided to do what I'm doing, and to look at alternatives that might work better. You can feel free to ask me to try something that you think will be helpful. You can ask me about my training for working with your concerns, and can request that I refer you to someone else if you decide I'm not the right therapist for you.

VII. My License, Ethical Guidelines, and Training: I am a Licensed Clinical Social Worker (LICSW/LCSW) in New Hampshire State (lic. #1454) and in Maine State (lic. #LC11985) governed by the Code of Ethics of the New Hampshire Board of Mental Health Practice and the Maine Bureau of Mental Health, as well as the National Association of Social Workers Code of Ethics. My licenses are displayed in my office. I graduated from Columbia University's School of Social Work in 2005 and have worked in various professional environments as a counselor, educator, consultant, and mentor. I can provide further information regarding my training, qualifications and experience upon request.

VIII. Approach to Therapy: My practice areas include working with clients who may be experiencing anxiety, adjustment challenges, cognitive loss, grief, stress, health-related concerns, and mood disturbances. I also work with the aging and their families and caregivers to help them better cope with the changes and challenges of aging, as well as with working professionals who are faced with managing the work-life balance. 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.

I use a variety of techniques in therapy, working to find what will best suit you. These techniques are likely to include dialogue, interpretation, cognitive reframing, awareness exercises, self-monitoring experiments, visualization, journal keeping, meditation, and bibliotherapy. If I propose a specific technique that may have special risks attached, I will inform you of that, and discuss with you the risks and benefits of what I am suggesting. You have the right to refuse anything that I suggest.

I may suggest that you consult with your primary care provider, a psychiatrist, or that you get involved in a support group in addition to our work. If another health care provider is working with you, I will need your written release of information so that I can communicate freely with that person about your care.

IX. Termination: You normally will be the one who decides therapy will end, with three exceptions:

- If we have contracted for a specific short-term piece of work, we will finish therapy at the end of that contract.

- If I am not, in my judgment, able to help you because of the kind of problem you have or because my training and skills are not appropriate, I will inform you of this fact and refer you to another therapist who may better meet your needs.
- If you do violence to, threaten, verbally or physically, or harass myself, the offices, colleagues, or my family, I reserve the right to terminate you unilaterally and immediately from treatment. If I terminate you from therapy, I will offer you referrals to other sources of care, but cannot guarantee that they will accept you for therapy.

X. Contact: I am away from the office several times in the year for extended vacations. I will tell you well in advance of any lengthy absences, and give you the name and phone number of the therapist who will be covering my practice during my absence. I am available for brief between-session phone calls during normal business hours. If you are experiencing an emergency when I am out of town, or outside of my regular office hours, and believe that you cannot keep yourself safe, please call 911, or go to the nearest hospital emergency room for assistance. I will return your call within 24-hours of your message, Monday through Friday.

Your Responsibilities to me as a Therapy Client:

I. Sessions: You are responsible for coming to your scheduled session on time. Regular sessions last for 45 minutes, initial assessments last for an hour and 15 minutes. If you are late, we will end on time and not run over into the next person's session. If you miss a session without canceling, or cancel with less than twenty-four hours notice, you will be charged \$75 for that session. I cannot bill these sessions to your insurance. My answering machine has a time and date stamp, which will keep track of time to cancellation. The only exception to this rule is if you would endanger yourself by attempting to come.

II. Payment: You are responsible for paying for your session weekly unless we have made other firm arrangements in advance. My fees are:

- \$115 for an individual session
- \$150 for family sessions
- \$150 for initial assessments, which last an hour and fifteen minutes.

If we decide to meet for a longer session, I will prorate your bill on the hourly fee. Emergency phone calls of less than ten minutes are not billed. However, if we spend more than 10 minutes in a week on the phone, if you leave more than ten minutes worth of phone messages in a week, or if I spend more than 10 minutes reading and responding to emails from you during a given week, I will bill you on a prorated basis for that time. If I plan to change my fee structure, I will alert you of this in advance.

III. Insurance: If you have insurance, you are responsible for providing me with the information I need to submit your bill. If you have to meet a deductible at the beginning of each calendar year, I will apply it to your bill along with and any co-payment. You must arrange for any pre-authorizations necessary. I will bill directly to your insurance company via electronic means for you bi-monthly.

Please complete the provided intake form completely, including all information regarding your insurance information and the complete address of the insurance company. If the insurance company pays you for services rendered, you are responsible for paying me that amount at the

time of our next appointment. If the insurance over-pays me, I will credit it to your account or refund it to you if you would prefer.

I am a Medicare participating provider. If there is a change of relationship with MCC's with whom I partner, I will alert you of this and make necessary arrangements with you about our work and payment.

IV. Other payment: I do not allow clients to run a bill with me; I cannot accept barter for therapy; I cannot accept DHHS medical coupons. Any overdue bills will be charged 1.5% per month interest. If you eventually refuse to pay your debt, I reserve the right to give your name and the amount due to a collection agency.

V. Complaints: If you're unhappy with what's happening in therapy, please talk to me about it so that I can respond to your concerns. I take such shared feedback seriously and with care and respect. If you believe that I've been unwilling to listen and respond, or that I have behaved unethically, you may submit a concern or complaint about my behavior to the New Hampshire Board of Mental Health at:

Board of Mental Health Practice
49 Donovan Street, Concord, NH 03301
Telephone: 603-271-6762
TDD Access: Relay NH 1-800-735-2954.

In Maine:

Office of Licensing and Registration
35 State House Station
Augusta, ME 04333-0035
(207) 624-8660 (voice)
kaidena.l.neumann@maine.gov
www.maine.gov/professionallicensing and click the link titled "File a complaint"

Client Consent to Psychotherapy: I have read this statement, have considered it carefully, asked any questions, have been provided with answers, and understand the content. I consent to the use of a diagnosis in billing, and to the release of that information and other information necessary to complete the billing process. I agree to pay the fee of \$150 for the initial consultation, \$115.00 per individual session or \$150 per family session. I understand my rights and responsibilities as a client, and my therapist's responsibilities to me. I agree to undertake therapy with Tammy P. Svenson, LICSW, LCSW. I know I can end therapy at any time I wish and that I can refuse any requests or suggestions made by Tammy Svenson. I am over the age of eighteen. I have received a copy of New Hampshire Mental Health Bill of Rights (keep for your records).

I have read and agree to the terms of this contract.

Therapy Client

Date

Psychotherapist

Date

NH MENTAL HEALTH BILL OF RIGHTS
from http://www.state.nh.us/mhpb/bill_of_rights.pdf

“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 well being 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;
- 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.”

(b) A licensee shall post a copy of the above mental health bill of rights in a prominent location in the office of the mental health practitioner and provide a copy upon request.

(c) A licensee shall provide a copy of the mental health bill of rights to the client and/or agency if the assessment, consultation or intervention is provided outside the office.

To contact the New Hampshire Board of Mental Health Providers:

<http://www.nh.gov/mhpb/>

Board of Mental Health Practice

49 Donovan Street, Concord, NH 03301

Telephone: 603-271-6762

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