



Molly Richter, LMFT, LLC
Counseling for Individuals, Couples and Families
Outpatient Services Contract

The Clinical Relationship

I am a Licensed Marriage and Family Therapist (LMFT). The State of New Hampshire Board of Mental Health requires all licensed mental health professionals to provide clients certain basic information. Please take the time to read this information carefully and make note of any questions or concerns. At your first session we will review this information and you will be asked to agree to these policies in writing. You may request a copy of these documents at any time for your records and future reference. As your clinician I will answer any questions regarding my professional credentials as well as your diagnosis. If you wish, you may have access to clinical assessment results and treatment recommendations as provided by legal and profession guidelines. Molly Richter, LMFT, LLC does not provide 24 hour emergency service coverage to clients. ***If you feel your personal safety is threatened and immediate action is required at any time, call 911 or your local emergency service number or go directly to your local emergency room.***

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 are privileged and may not be disclosed without authorization of the client. 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) If the client requests and agrees in writing to such disclosure;
- (2) As professionals we are required to report to state authorities any instances of reported, observed, and/or suspected abuse of children, the elderly, or handicapped adults;
- (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) Should a Court Order require such disclosure;
- (5) State regulatory agencies (e.g., New Hampshire Board of Mental Health Practice) have a legal right of access to 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 Molly Richter, LMFT, LLC to provide only billing information to the subscriber of any insurance, if the subscriber is other than yourself unless other arrangements are in place;
- (7) If the individual receiving treatment is under eighteen years of age, treatment must be authorized by a parent or guardian (with limited exceptions). It is preferable to undertake treatment only 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 the policy of Molly Richter, LMFT, LLC 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 we believe there is a high risk for serious harm to themselves or

another. In such a case, the therapist would notify parents of concern(s). Before giving parents any substantial information, the therapist would discuss the matter with the adolescent, if possible.

(8) Therapists often find it helpful to consult about a case with other licensed professionals. In these consultations, every effort is made to avoid revealing the identity of a client. Those consulted are, of course, also legally bound to keep information confidential. Unless you object, you will not typically be informed of occasions in which your therapy services are being discussed. Your signature on this Agreement provides consent for this activity.

(9) Lastly, treatment records of **couple therapy** sessions contain information about each person. Clients should be aware that either person has a legal right to obtain treatment records unless both agree that treatment records will only be released by joint consent. In the event of disagreement, records will not be released without a Court Order. In the case of couple treatment, each person is requested to initial below:

_____ I understand and agree that records shall only be released with **joint consent**.

Privacy Practices and HIPAA

The Health Insurance Portability and Accountability Act (HIPAA) is a 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 very important that you read them carefully. You can discuss any questions you have about the procedures upon meeting with your therapist. When you sign this document, it will represent an agreement between yourself and your clinician. You may revoke this Agreement in writing at any time. That revocation will be binding unless action has already been taken in reliance on it or if there are obligations imposed on Molly Richter, LMFT, LLC by your health insurer in order to process or 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 may also keep a set of Psychotherapy Notes; some therapists do not maintain such. 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 Molly Richter, LMFT, 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 Molly Richter, LMFT, LLC privacy policy and procedures. Your clinical record will be confidentially treated and maintained as required by law. We have established guidelines within this practice for clinical record management should death or 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. There is a charge of \$15.00 or .50 per page, whichever is greater, for requests to copy records.

Questions and Complaints Related to Privacy Rights

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.

Electronic Communications

Please be aware that **electronic communications** (i.e. email, text) are not protected forms of communication. Information communicated via these means may not remain confidential.

_____ I understand that any confidential information communicated via **email** and or **text** cannot be protected and are not HIPAA compliant. If I choose to communicate private information electronically, I assume all risk and responsibility.

Financial Policies

Fees

Fees apply to regular face-to-face sessions of approximately 60 minutes with clients in the office. 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.

Initial Session:	\$150
Session Fee (60 mins)	\$140
Couples/Family (60 mins)	\$140
Phone/Face Time Support	Prorated based on session fee

Fees will be adjusted accordingly for longer or shorter sessions (except in the case of late client arrival). For clinical services outside the office, phone consultation, preparation of written documentation, or for special programs, workshops, or other trainings, you agree to compensation at the rate of \$100 per hour. Please note that such services are not covered by health insurance providers.

Payment Policies

You will be expected to pay for each session at the time of service. If you will be using health insurance benefits, you are required to make any co-payment at the time of service. **PLEASE verify, in advance, your outpatient mental health benefits/options including the need for preauthorization, co-payment, limits to session and deductible.** If the insurance company requires you to obtain authorization, those sessions that occur without authorization will be billed to you and are your financial responsibility. Payment must be made in the form of cash, credit card or check. If you fail to make two payments in a row, services may be suspended until the balance is paid in full or other payment arrangements are made.

If a check is returned all related fees and fines will be your responsibility.

Cancellation Policies and Missed Appointments

For counseling to be the most helpful, it is important that clients attend all scheduled sessions, except in an emergency. **Please give at least 24 hours notice** if you must cancel your scheduled appointment for any reason. I will work with you to find an alternate time for your session.

My policy is to charge for any missed session not cancelled with at least 24 hour notice. The fee for sessions not cancelled with at least 24 hour notice is \$100. Please note that insurance and managed care companies will not pay for sessions that you miss. *In the event of an emergency, poor weather conditions, or unexpected illness the missed session fee will be waived at my discretion.*

While certainly none of the above concerns may ever occur, we must make each client aware of the nature and limits of clinical and business policy procedures. This form with your signature will signify that you have been duly informed of and agree to our business and clinical policies, the Mental Health Bill of Rights, and HIPPA requirements and rights as described in this at attached documents.

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Client has received a copy of the *HIPAA Privacy Notice* and *Client Rights and Responsibilities*.

Method of payment:

_____ I will pay the full fee for each session.

_____ Bill my insurance company. I will pay any deductible and/or co-pay and any amounts in excess of my limits of coverage ***at each session.***

By signing below ***I also authorize the release of any medical information necessary to process this claim, and I authorize the payment of medical benefits to the undersigned mental health provider, Molly Richter, LMFT, LLC:***

Client Signature

Client Signature

Client Signature

Therapist Signature

Date