

### **Informed Consent - James Marston**

This document, along with our “Client Information and Consent to Treatment”, “Notice to Clients”, and “HIPAA Notice of Privacy” is intended to inform you of your rights and responsibilities as a client of Alliance Mental Health, as well as to provide information about your treatment.

### **Mental Health Treatment Treatment at Alliance Mental Health // What You Can Expect From Treatment at AMH**

- We evaluate, diagnose and treat mental health challenges.
- We help clients meet their goals, reduce impairment or discomfort, and improve or maintain functioning.
- Left untreated, mental health challenges may worsen, causing increased discomfort or decreased functioning.
- Engaging in treatment can sometimes cause increased discomfort or temporarily worsen some symptoms.
- Treatment can be very rewarding, but requires work on your part in the sessions and between sessions.
- Treatment is not always effective to the extent you want or at the rate you want. Treatment is a process, not a one-time procedure.
- If you are dissatisfied with treatment, you have the right to end it at any time.
- You have rights as a mental health client, which are outlined in the Mental Health Bill of Rights. A copy of this is posted in our waiting area. You may receive a copy of these rights at your request.
- You have the right to be treated with dignity and respect.
- You have the right to set your own goals and be an active participant in planning your treatment.
- As part of treatment, you are responsible for making and keeping appointments.
- You are committing to participate in your own treatment and pursuing the goals that you set for yourself. Your progress is dependent upon your engagement and participation as much as our services.
- You are committing to paying for the services you receive, in accordance with our policies and procedures in the Notice To Clients.
- If you are not able to meet these responsibilities and commitments, you may be discharged from the practice.
- If we discover that we cannot offer effective and sufficient care or that treatment is not beneficial, we will not be able to continue to treat you and you will need to seek treatment elsewhere. In that instance, we will be available for a limited amount of time to support you while you establish care.

### **James Marston, LCMHC**

James Marston is a licensed clinical mental health counselor governed by the code of ethics as outlined in the American Mental Health Counselors' Association. His license number is 1006 and is displayed in his office.

James's clinical background and training is in behavioral and cognitive behavioral work with a focus on behavioral and mental health and includes working with families and individuals. James's areas of practice are in treating behavior difficulties in adults, children, and adolescents and changing maladaptive patterns of interaction in families. James has training and experience in treating depression, anxiety, mood disorders, trauma, behavioral and conduct disorders, attention deficit, general transition and adjustment issues, and family conflicts and dynamics.

### **Entering Into Treatment**

- Your first contact with your provider will be an Intake session.
- Intake sessions are meant to assess your mental health needs and to determine if we are able to meet those needs.
- They are also a chance for you to get to know your provider and see if they are a good match for you.
- At the end of your Intake sessions, you and your provider will decide if you are going to enter into treatment together.
- Sometimes, your needs may be too great for us to effectively meet. If that is the case, it would be unethical of us to enter into treatment with you. We will provide a list of referrals to help you in your search.

### **Coordinating Care**

- In order to ensure your safety and well-being, it is important that we coordinate care with any other mental health providers you are working with, including medical professionals who are prescribing psychiatric medications.
- When you enter into treatment, you will be asked to sign a release for each mental health or prescribing provider which we will share with them to make sure the lines of communication are open.
- When you leave treatment here, a discharge summary will also be shared with those providers.
- You have the right to request that we limit what we share and we will comply if we can. However, we have the right to refuse if we believe that limiting information would cause you harm or compromise your care.
- You have the right to revoke this release at any time. However, coordinating care is necessary for ethical treatment, and if we are unable to do so, we may decline to continue to treat you.

### **Mental Health Services We Provide**

- We provide Individual Therapy, Family Therapy, Couples Counseling, and Mental Health Consultation.
- Sessions are typically 50-60 minutes, based on your goals and needs.
- Sessions are typically weekly or bi-weekly, based on your goals and needs.
- We do not provide expert witness testimony.
- We do not make recommendations related to a child's placement or parental rights in divorce proceedings.

- If we are forced to be involved by court order, you will be expected to pay for our professional time, including preparation and transportation costs, even if we are called to testify by another party. You will be responsible for any charges we incur relating to retaining legal counsel or advice for ourselves.

### **Telehealth Services**

- We offer telehealth services in some situations, using real-time interactive audio and video communication equipment.
- Telehealth services will be conducted over a secured and encrypted HIPAA compliant medium.
  - We use an encrypted email service to send invitations to each telehealth session.
  - Sessions are conducted using Google Meet - we have a BAA on file to ensure the security of those sessions.
- The details of your treatment will be documented in your patient record.
- Telehealth has some benefits in terms of easier access and convenience, and allowing treatment at times when meeting in-person may have an impact on your health or functioning.
- Telehealth has some risks as well.
  - The risk of delays in evaluation and treatment due to deficiencies or failures of the equipment or technologies.
  - In rare events, security protocols may fail, causing a break of privacy of personal medical information.
  - Your physical location may not be as secure or private as our office, leading to potential violations of confidentiality.
- In some cases, your therapist may determine that your mental health needs require support that cannot be offered remotely. In those cases, telehealth will not be an option.
- In order to ethically provide telehealth services, we have to have a plan to respond to emergencies to ensure your safety.
  - Before starting telehealth, you will have to provide us with your physical address and identify an Emergency Contact Person for Telehealth (ECPT).
  - Your ECPT is someone who is willing and able to go to your physical location in the case of an emergency or to verify your safety if contact with your provider is disrupted.
    - Emergency situations may include psychotic symptoms, extreme crisis, or suicidal/homicidal thoughts that cannot be managed remotely.
  - By signing the Client Information and Consent to Treatment, you are giving us permission to contact your ECPT to verify that they are willing to commit to being available to verify your safety, and to contact them in the future if your provider determines that it is necessary to ensure your safety.
  - By signing the Client Information and Consent to Treatment, you agree that if you, your provider, or your ECPT decides it is necessary, your ECPT will take you to the hospital.
  - At the beginning of each session, your provider will verify your physical location and phone number.
  - If you become disconnected abruptly from your provider during a session they will make every effort to restore communication.

- If they are unable to restore communication after about 10 minutes, they will call the number you provided.
- If they fail to connect with you after 10 minutes of trying to reach you by phone, they will call your ECPT to check on you and report back to us.
- If after 10 minutes they are unable to reach your ECPT, they will call 911 and ask emergency response to check on you to ensure your safety.
- You will never be required to engage in telehealth. If you are uncomfortable with any of the above requirements, you are free to decline telehealth treatment as an option.

### **Communication With Your Provider**

- Your provider typically does not answer their phone during the work day, but checks their voicemail frequently. You can typically expect a response within 2 business days.
- Your provider's voicemail is confidential. Any private or clinical information should only be left on their voicemail or email.
- We use an encrypted email system to communicate electronically with our clients. If you want to email private or clinical information to your provider, make sure you are replying to an encrypted message. You can request that your provider send you a blank encrypted email for that purpose if you wish.
- It is important to remember that if an email is not encrypted, it is not secure, and you should not share private medical information in that manner.

### **Emergency Situations**

- We do not offer 24-hour emergency support services.
- If you are in an on-going crisis situation, you and your provider can make a plan with you to ensure your safety. This may include developing a list of additional resources, creating safety plans, and reviewing support networks that are available to you. In some occasions, it may include additional sessions, email check-ins, or other arrangements that you and your provider determine are appropriate to your situation.
- If there is an emergency where someone is at risk of harm, please do one of the following:
  - Call Suicide Prevention Lifeline at (800) 273-8255
  - Call 9-1-1
  - Report to your local emergency room for evaluation and treatment.
- You are welcome to leave a voicemail to update us of the situation, but we do not check voicemail after hours or on weekends. Your provider will be in contact as soon as possible.
- If your provider is going to be out of the office for an extended period of time, they will make that clear on their voicemail greeting. During those times, they will not be available for non-emergency situations. In the event of an emergency situation, contact our administrative staff and they will make every effort to inform your provider so that they will be prepared to re-engage in treatment with you.

### **Medical Record**

- Your medical record includes a record of your administrative information and communication.
  - This includes your contact information, a record of communication between yourself and our office
  - A record of your billing and insurance information.
  - Your clinical record.
  - Any personally identifying information that you provide to our office may be documented as well, and becomes part of your record.
- Your provider will maintain a clinical record of your treatment.
  - This record contains information about your provider's work with you, including initial assessments, progress notes, and documentation of any clinical communications your provider has pertaining to your treatment.
- You have a right to access and review your records upon request.
  - We ask that if you want a copy of your records, you give your provider the opportunity to review their records with you before you take them. Sometimes clinical records can be difficult to understand or contain information that could be upsetting, and your provider may want to be present to explain or discuss the contents of your records with you.
  - We cannot control what happens to your records once they leave our control. Be careful who you share your information and record with.
- Medical Records are the property of Alliance Mental Health and Youth Consultation, LLC. If your provider ceases practicing with Alliance Mental Health and Youth Consultation, LLC, your medical records will remain the property of Alliance Mental Health and Youth Consultation, LLC.
- We maintain medical records at least ten years after treatment ends or after the client turns 18.

### **Protected Health Information: HIPPA and Confidentiality**

- The laws and standards of my profession require that I keep Protected Health Information about you in your Clinical Record.
- You have been provided with the HIPAA Notice of Privacy that outlines your rights in regards to confidentiality.
- Under New Hampshire law, communications between a client and a license mental health counselor are privileged (confidential) and may not be disclosed without the specific authorization of the client, or the parent or legal guardian of a minor client, except in specific circumstances:
  - When there is a signed release of information.
    - Be aware that when you sign a release of information, we may share your entire record with the recipient.
    - Where possible, we recommend discussing the purpose of the disclosure with our office, so that we can release only the information you want to share.
  - In compliance with a court order or when required by law.
    - We will do our best to always release the minimum possible amount of information to satisfy the law.
    - We are mandated reporters, and will report abuse and neglect as required by law.
    - If a government agency is requesting the information for health oversight activities, we may be required to provide it.

- If you are engaged in legal proceedings, be aware that we must honor court orders to release information. We recommend consulting with your lawyer before involving us in any court proceedings.
  - As required by your insurance company to secure payment for treatment.
    - Part of participating in managed care is agreeing to provide your medical record to insurance companies for evaluation.
    - We will do our best to always release the minimum possible amount of information to satisfy insurance companies, and will attempt to get your permission before we do so. If we cannot reach you, we will release the information.
  - If a client files a complaint or lawsuit against their provider, they may disclose information regarding treatment in order to defend themselves.
  - When necessary to coordinate care with other medical professionals engaged in your care, as allowed by HIPAA.
- As instructed by their code of ethics, your provider engages in consultation with other mental health professionals. During consultation, your identity will not be disclosed, though details of your treatment may be shared to ensure that your treatment is appropriate, ethical, and of the best quality possible. The other professionals engaged in consultation are obligated to keep any information shared confidential.
- In case of a breach:
  - If we become aware of any unauthorized disclosure of your protected health information, you will be informed within 60 days.

### **Reporting Requirements**

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

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

### **Conflicts of Interest**

- Your provider must avoid conflicts of interest or dual roles in treatment.
- A conflict of interest is when pre-existing or unavoidable relationships impact the integrity of the therapeutic relationship.
- In the event that your provider becomes aware of a conflict of interest in treating you, they may have to decline treatment or refer you to another provider. They may not be able to share the nature of the conflict with you.

- Regardless of any such relationships, you can be assured that any information will remain confidential.
- Providers can not have a dual role with you - this means that they can only have a professional relationship.
  - They cannot also have a friendship with you.
  - They will not share social media or personal contact information with you.
  - They cannot enter into a professional relationship outside of treatment.
  - They may not be able to accept gifts.
  - They can not enter into a sexual or romantic relationship with a past or current client.

### **Minors and Parents**

- Treatment of a minor must be authorized by a parent or legal guardian.
- We assume that every minor's parents have equal right to initiate treatment, make treatment decisions, receive and authorize the release of a minor's record or information, and consult with the minor's provider.
- Should one parent's rights be terminated, or if a court has ordered that both parents must give consent for a minor's treatment, it is the parents' responsibility to provide the court documentation showing limits on, or termination of, parental rights.
- Parents and Legal Guardians have the right to control access to a minor client's record, with few exceptions.
  - Minors over the age of 12 have the right to confidential treatment for substance abuse problems. The minor controls access to this information.
  - A NH Supreme Court decision (Berg vs. Berg, No. 2005002, October 18, 2005) prohibits providers from sharing a minor client's protected information for a legal case that involves custodial or other matters that may be adverse to the interests of the minor or one or both parents.
    - In cases where we believe that Berg vs. Berg applies, we will only release information in response to a court order. An agreed upon stipulation in a parenting plan or a proposed order will not qualify.
    - This ruling is designed to protect a minor's confidentiality and the client/provider relationship.
- When a child reaches the age of 18, they assume control of treatment and the information in their record.

### **Couples and Families**

- Records are kept under one client's identifying information.
- For Couples, authorization from all adults involved in treatment is required for release of information or records.
- In family and couples counseling, each therapist may handle secrets between members differently. James doesn't keep secrets from participants in counseling. Anything that comes up in the course of treatment may be shared with all parties engaged in treatment.

### **Insurance Reimbursement / Managed Care**

- We do our best to provide ethical, effective treatment within the confines of what your insurance company demands.

- We are not contracted with many insurance providers, as we feel that many of their limitations and decisions do not reflect what is best for a client, and that complying with their demands compromises the confidentiality of our clients.
- Insurance companies make their decisions based on what they believe appropriate care is, and what they think is medically necessary. If your provider and you do not agree, we can continue treatment, but your insurance company may decide to not pay for the treatment. In those cases, you are responsible for the full fee incurred.

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