

# Behavioral Health Informed Consent

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## **Welcome:**

Greater Seacoast Community Health uses a team approach to treatment. Behavioral Health clinicians are part of an integrated team that work collaboratively with primary care providers, social workers and other primary care staff to provide quality services to patients to assist them in meeting their healthcare goals. Behavioral Health treatment at Greater Seacoast tends to be shorter in duration (around 12 weeks) and is focused on targeted health goals. Patients may be connected with a Behavioral Health Provider as part of their primary care visit or be referred by Primary Care and receive a follow up phone call and screening. Patients will complete an assessment with a Behavioral Health Provider to decide the best plan moving forward. Patients may meet with a provider 1-2 times for brief treatment with a focus on coping strategies or be referred for further assessment and follow up counseling. Your treatment at Greater Seacoast Community Health will be coordinated between you and your treatment team.

All Behavioral Health Clinicians are graduate-level, trained professionals who follow a code of ethics and offer quality care to patients.

## **Confidentiality:**

In most cases, clinicians may not release information regarding your treatment without your permission which is generally in the form of a signed Release of Information. However, confidentiality will not be kept if one of the following situations arises:

- The sharing of health information for supervision with a direct clinical supervisor and/or discussion with your primary care provider or another member of your healthcare team.
- It is decided you are a danger to yourself or others. This may include requesting emergency assistance and transportation to a hospital and/or police assistance.
- If you share information about the abuse or neglect of a child, elderly or disabled individual. Clinicians are mandated by law to report this to the authorities.
- In cases of a medical emergency where you aren't able to communicate information to Emergency Services Personnel or Emergency Room staff.
- If a Release of Information form is signed by you to allow sharing of your health information.
- If your insurance or third-party payer requests information to authorize coverage of services.
- If you are involved in a court proceeding and a request is made for information concerning the professional services that provided to you and/or the records thereof, such information is protected by the therapist-patient privilege law. I cannot provide information without your written authorization or without 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 patient files a complaint or lawsuit against me, I may disclose relevant information regarding that patient in order to defend myself.

Federal law and regulations do not protect information about a crime committed by a patient or any threat to commit such a crime (See 42 U.S.C 290dd-3 and 42 U.S.C. 290ee-3 for federal laws and 42 CFR part 2 for federal regulations).

### **Adolescents 12 and older:**

In New Hampshire an adolescent 12 and older can give consent for confidential treatment of a Substance Misuse Disorder. Also, in New Hampshire an adolescent age 14 and older can consent for confidential STD/HIV and reproductive health services.

### **Payment/Fees:**

Greater Seacoast Community Health offers services on a sliding fee scale based on patient household size and income. Uninsured or underinsured patients who qualify can meet with a Patient Advocate to discuss their qualifications. If you use insurance, we are required to include a diagnosis from the DSM V for billing. This will be discussed between you and your clinician. Diagnoses are also used to create a treatment plan that meets your needs. Your clinician takes special care in diagnosing by gathering information from you, reviewing past treatment history records and through the use of clinical assessment tools. We strive to establish diagnoses in context by considering the person or relationship to help you learn your own way of understanding the issues that brought you in for help. You may be subject to a copay at the time of service depending on your insurance plan.

### **Medical Records:**

The laws and standards of the behavioral health profession require that we keep records in a manner consistent with HIPPA standards. To do this, we use a secure, encrypted electronic health record that includes clinical notes, insurance billing and financial statements.

As part of the delivery of health care and counseling services at Greater Seacoast Community Health, you have the right to access and review your clinical records unless it considered harmful to your mental health by your clinician at the time. You may submit a request in writing to your clinician at any time. To protect the rights of children under the age of 18, records may or may not be shared without court orders. Clinicians will not write letters for patients in connection with legal matters.

### **Duration of Services:**

The number of sessions is determined by the need of the patient and the professional judgement of the clinician. Session length may be 30 or 45 minutes in duration. Behavioral Health Integration services in primary care tend to be shorter term, around 12 weeks in duration. Your clinician will assess your treatment needs and progress on your identified goals at each session. Patients needing longer term counseling may be referred out to another provider or level of care in the community. Therapy by design

should have clear and specific treatment goals. When these are goals achieved it may be appropriate to terminate services or transition to another provider in the community for more specialized treatment. While we recognize that termination can be difficult, it is part of the treatment process and we encourage patients to utilize this as opportunity for further growth.

**Risks and Benefits:**

Therapy can carry both risks and benefits. Often therapy can help to reduce feelings of emotional pain, help to improve relationships and/or resolve specific issues. But there are no guarantees of improvement of any condition. Risks may include experiencing uncomfortable feelings (like sadness, guilt, anger or anxiety) or talking about difficult topics.

**Use of Interpreters:**

As needed, professional interpreters may be used to help a patient and a clinician communicate. Interpreters are mandated to follow the same rules of confidentiality as clinicians.

**Email:**

Email is not a confidential means of communication. Greater Seacoast cannot ensure that email messages will be received and responded to. Please use the agency phone numbers to communicate with your provider.

**Emergency Procedures:**

Nurse triage is available to you for concerns related to your behavioral symptoms if needed between your therapy sessions. This is not psychotherapy, but to determine the appropriate level of care or intervention for your concerns that cannot wait until your next psychotherapy session. For emergencies please dial 911. After hours please contact the after hour service as you would for any medical issue, or go to your local hospital if unable to wait. Emergencies are such situations which involve immediate physical harm to yourself or someone else. For help needed during an emergency please call 911.

Additional Crisis numbers are Mobile Crisis Services 1-833-710-6477 and Suicide Hotline 1-800-273-8255

**Signed Consent for Treatment:**

By signing below, you are agreeing you understand the terms of this agreement and that you are willing to take part in treatment.

**Patient Signature** \_\_\_\_\_ **Date** \_\_\_\_\_

**Printed name/DOB** \_\_\_\_\_ **Date** \_\_\_\_\_

**Parent/Guardian Signature** \_\_\_\_\_ **Date** \_\_\_\_\_

**Clinician Signature** \_\_\_\_\_ **Date** \_\_\_\_\_

# Notice of Privacy Practices

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## Confidentiality of Substance Use and Mental Health Client Records

The Notice of Privacy Practices describes how we may use and disclose your protected health information to carry out treatment, payment, or health care operations and for other purposes that are permitted or required by law. It also describes your rights to access and control your protected health information. “Protected health information” (PHI) is information about you, including demographic information, that may identify you and that relates to your past, present or future physical or mental health or condition and related health care services.

## Uses and Disclosures of Protected Health Information

The confidentiality of alcohol, drug use or mental health patient records maintained by the program is protected by Federal law and regulations. Generally, Greater Seacoast Community Health may not say to a person outside the program that a patient attends the program, or disclose any information identifying a patient as a person who is in treatment for a substance use or mental health disorder. These are the following exceptions:

1. The patient consents to the disclosure in writing: or
2. For Treatment: Your protected health information may be used and disclosed by staff who are involved in your care for the purpose of providing, coordinating, or managing your health care treatment and related services. This includes consultation with supervisors and other treatment team members.
3. For payment: We may use and disclose PHI so that we can receive payment for the treatment services provided to you.
4. Health Care Operations: We may use and disclose PHI, as needed, your PHI in order to support our business activities including, but not limited to licensing and conducting or arranging business activities.
5. Judicial and Administrative Proceedings: We may disclose protected health information in response to a court order that meets the requirements of federal regulations, 42 CFR Part 2.
6. Medical Emergencies: We may disclose your protected health information to medical personnel to the extent necessary to meet a bona fide medical emergency as defined by it CFR Part 2 and HIPAA laws.
7. Program Audit and Evaluation: We may disclose your protected health information to qualified personnel for research, audit, or program evaluation purposes. We may disclose protected health

information to a health oversight agency i.e. state licensure or certification agencies which oversee the health care system and ensures compliance with regulations and standards.

8. Program Research: We may use protected health information without your consent or authorization if our research privacy board approves a waiver of authorization of disclosure.
9. Law Enforcement Officials: We may disclose your protected health information to the police or other law enforcement officials for the purpose of seeking assistance with law enforcement agencies if you commit a crime on the premises or against program personnel or threaten to commit such a crime.
10. Duty to Warn: When the program learns that a patient has made a specific threat of serious physical harm to another specific person or the public, and disclosure is otherwise required under statute and/or common law, the program will carefully consider appropriate options which would permit disclosure, subject to 45 CFR 164.512(i).
11. Child/Incapacitated Adult Abuse/Neglect: We are required by law to report suspected child/incapacitated adult abuse and neglect to public health authorities or other government authorities authorized by law to receive such reports and to report deaths as required by law.
12. Threat to Self: We are required to protect your life by informing health officials with or without your consent if you have a specific plan to harm yourself.
13. Incompetent or Deceased Participants: in such cases, authorization of a personal representative guardian or other substituted decision-maker may be given in accordance with 42 CFR Part 2.1th
14. Public Health: If required, we may use or disclose your PHI for mandatory public health activities to a public health authority authorized by law to collect or receive such information for the purpose of preventing or controlling disease, injury or disability, or if directed by a public health authority, to a government agency that is collaborating with that public health authority.

Some of your protected health care information may be used and disclosed to an insurance company for the purpose of seeking authorization of payment for treatment services. Types of disclosures may include diagnosis of substance use or mental illness, severity of use, symptoms of mental illness, treatment plan, dates of treatment and treatment progress. Treatment data statistics may be required to be reported to the state to apply for and to receive funding. Also, information on the services you received may be used to support budgeting and financial reporting, and activities to evaluate and promote quality.

Disclosure of your health information or its use for any purpose other than those listed above requires your specific written authorization. If you change your mind after authorizing a use or disclosure of your information, you may submit a written revocation of the authorization. However, your decision to revoke the authorization will not affect or undo any use or disclosure of information that occurred before you notified us of your decision.

Violation of the Federal law and regulations is a crime. Suspected violations may be reported to the U.S. Attorney in the district where the violation occurs.

### **YOUR RIGHTS REGARDING YOUR PHI**

1. Right of access to inspect and copy: You have the right, which can only be restricted in exceptional circumstances, to inspect and copy PHI that is maintained in a clinical record. Your right to inspect and copy PHI will be restricted only in those situations where there is compelling evidence that access would cause serious harm to you. We may charge a reasonable, cost-based fee for copies.
2. Right to Amend: If you believe that the PHI we have about you is incorrect or incomplete, you may ask us to amend (revise) the information although we are not required to agree to this change. If we deny your request for this change, you have the right to file a statement of disagreement with us.
3. Right to an Accounting of Disclosures: You have the right to request an accounting of certain of the disclosures that we make of your PHI. We may charge you a reasonable fee if you request more than one accounting in any 12-month period.
4. Right to Request Restrictions: You have the right to request a restriction or limitation on the use or disclosure of your PHI for treatment, payment, or health care operations. We are not required to agree to your request unless the request is to restrict the PHI to a health plan for purposes of carrying out payment or health care operations, and the PHI pertains to a health care item or service that you paid for out of pocket. In that case, we are required to honor your request for a restriction.
5. Right to Request Confidential Communication: You have the right to request that we communicate with you about health matters in a certain way or at a certain location. We will accommodate reasonable requests. We may require information regarding how payment will be handled or specification of an alternative address or other method of contact as a condition for accommodating your request. We will not ask you to explain why you are making the request.
6. Breach Notification: If there is a breach of unsecured PHI concerning you, we may be required to notify you of this breach, including what happened and what you can do to protect yourself.
7. Right to a Copy of this Notice: You have the right to a copy of this notice.

Specifically, your records are protected by two different Federal Laws and regulations: the Health Insurance Portability and Accountability Act of 1996 (HIPAA) concerning individual private health information, and Federal regulations governing Confidentiality of Alcohol and Drug Abuse Patient Records, 42 CFR Part 2.

I have been advised and understand the Federal Law 42 CFR Part 2 and HIPAA laws, concerning confidentiality and the Notice of Privacy Practices.

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**Patient Signature**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Witness Signature**

\_\_\_\_\_  
**Date**

# Mental Health Bill of Rights

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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 professional ethical standards for clinical mental health counselors and the American Mental Health Counselor Association.
- (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.g. insurance coverage);
  - e. orders of the court;
  - 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 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 has 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. If you request copies of your record, you will be billed accordingly at a rate of 10 cents per page and the cost of the time for copying.

(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 of names, addresses, phone numbers and websites of state/national professional associations listed in MHP 502.2(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. You should first talk with your therapist regarding any grievance involving your evaluation and/or treatment. If you are not satisfied by the therapist's response to your grievance, you may directly contact the New Hampshire Board of Mental Health Practice, 121 South Fruit Street, Concord, New Hampshire 03301.

d. Any problem having to do with charges or billing should first be discussed with the Business Office staff. If you do not know who these people are, inquire at the reception desk and their names will be given to you.

(11) You have the right to seek out a second opinion or consult with another service provider at your own cost.

(12) You have the right to be free from restraint except in an emergency.

(13) Treatment is routinely terminated based on a joint decision made by you and your therapist. Either of you, however, can terminate treatment independently, the basis of which will be documented in your clinical record.

(14) Mental health providers are required to communicate with your psychiatrist on a quarterly basis if you are taking psychotropics. If you have not had a physical in the past year, you are encouraged to have one.

**Signed Consent for Treatment:** By signing below you indicate that you have received a copy of this informed consent, and agree to the general policies, privacy policy and guidelines

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**Patient Signature**

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**Date**