# Green House Group, PA

## Psychotherapy and Consultation

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### INFORMED CONSENT, PRIVACY PRACTICES, AND FINANCIAL POLICY
### TREATMENT SERVICES AGREEMENT

Welcome to the Green House Group, PA (GHG, PA). This document contains important information about our professional services and business policies. It is intended to serve as a formal contract between you and your clinician.

This document also contains information about the Health Insurance Portability and Accountability Act (HIPAA) as related to your treatment relationship with your clinical provider and GHG, PA. HIPAA is a federal law which requires us to provide you with a Notice of Privacy Practices that protects patient rights regarding the use and disclosure of your Protected Health Information (PHI) for purposes of treatment, payment, and health care management. Detailed information related to HIPAA and our Privacy Practices are provided elsewhere in this document.

Please read this document carefully and let your clinician know if you have any questions. Your signature indicates that you are aware of these HIPAA regulations and have read, understood, and agree to abide by the terms of this agreement.

Psychological/ Therapeutic Services

All clinicians at GHG,PA are licensed or are supervised by a clinician who is licensed by the NH Board of Mental Health Practice and/ or the NH Board of Psychologists. Each clinician is bound by the ethical standards of their specific licensing guild. Your provider can answer any questions regarding their professional credentials, confidentiality, your diagnosis and treatment recommendations.

Psychotherapy is not easily described in general statements due to its unique and highly personal nature. Your satisfaction with this process is largely influenced by your willingness for open participation and a clear understanding between you and your clinician regarding treatment goals, the nature of this relationship and expectations you have of the clinician.

Participation in psychotherapy has benefits and risks. Its benefits tend to be manifested through an individual's diminished feelings of distress, improved relationships and/ or resolution of specific problems. Risks can include the possibility of experiencing uncomfortable feelings such as sadness, guilt and anger, and the possible recollection of disturbing memories from the past. Your clinician will provide support, understanding and guidance as you move through these challenges. It may take several sessions to develop a full understanding of the problems you want to address, and to determine what methods and frequency of meetings will help you to achieve these goals.

You have the right to terminate services at any time. However, it is strongly recommended that you first discuss these concerns directly with your clinician.

You should also be aware that there may be alternatives to the type of mental health services we offer; for example, joining a community support group for individuals with similar challenges and goals.

The therapy hour is typically between 45 and 60 minutes in length. While individual needs vary, sessions scheduled about once weekly tend to provide the most effective approach to meaningful resolution of difficulties. Individuals in the midst of a crisis may benefit from longer or more frequent meetings.

If you are seeking psychological evaluation services, additional policy and procedures apply to those arrangements. Your provider will address such issues as appropriate to the services requested.

It is GHG, PA policy that our clinicians do not become directly involved in any form of legal dispute/ litigation, i.e. divorce, child custody disputes. Under certain conditions we may agree to accept such treatment cases but only under the following conditions: Consensual agreement that neither the clinician nor their clinical records and/ or any other administrative employee of the practice would ever be requested to provide therapy documents, testimony, or deposition by subpoena, to the Court or another attorney/ Party for purposes of actual or intended litigation.

Should a Court with legitimate jurisdiction order that the GHG, PA release an individual's record, we would assist the client in resolving the issue to the degree possible within the legal and ethical standards to which we must adhere. Should the Court's mandate prevail, we would require a signed copy of that Order to release your clinical record.

Communication with Your Clinician

Our clinicians are usually not immediately available by telephone and do not take calls when in session with clients. Every effort will be made to return your call promptly. You and your clinician should discuss their availability related to contact outside regular sessions.

Due to privacy and practical constraints, GHG, PA discourages the use of text, secure messaging, and email communication between clinician and client for any purpose other than scheduling of appointments. As necessary, you and your clinician can determine acceptable arrangements for these forms of contact.

We offer appointment reminders and secure communication through our patient portal.

**Initial below if you consent to receive messages from our HIPAA-compliant patient portal via email and/or text message.**

**Via email:** _____ **Via text:** _____

Please note, for ethical and practical considerations, GHG, PA policy prohibits our clinicians from accepting social media contact requests from current or former clients (e.g. Facebook, Instagram, LinkedIn, Twitter, etc.).

Emergency Coverage

Our practice provides twenty-four (24) hour emergency telephone coverage to current clients. Instructions for accessing emergency services are located in the GHG, PA telephone greeting and each clinician's voice mail. Every effort will be made to locate your personal clinician in an emergency. If your particular clinician is not immediately available, our on-call clinician will be available to provide assistance. Information from that contact would then be shared with your clinician for discussion and follow up.

Electronic communications solely to your clinician are not considered adequate or appropriate for emergency contact. Under emergency conditions and at your discretion, you should also consider accessing community resources such as calling 911 or 988 (National Suicide and Crisis Hotline), and/ or going to the Emergency Department at the closest hospital. Additional crisis resources are listed on our website.

Telehealth Consultation and Psychotherapy

Telehealth has become a convenient and sometimes necessary form of providing and receiving continuous access to mental health care. Telehealth and tele-therapy will generally occur through interactive video communications and sometimes through audio-only telephone. Telehealth consultations do not include communications by electronic mail, text, or fax and such services are not reimbursed by most insurance plans.

As an extension of confidentiality, the dissemination of any personally identifiable images, recordings, or other information from the telehealth interaction to other entities shall not occur without written consent and agreement by both client and clinician. In addition, both the clinician and client will inform each other when any additional persons are to be present during telehealth services.

Telehealth based services and care may not be as complete as face-to-face services. The clinician will inform clients if they would be better served by another form of intervention (e.g. face-to-face services), and alternative treatment options and/or appropriate referrals will be offered.

There are risks and consequences from telehealth despite reasonable efforts of the clinician. Such consequences are relative to internet service providers, computer software/hardware, etc., and include, but are not limited to: disruption or distortion in transmission of personal information by technical failures; disrupted transmission of personal information by unauthorized persons; and/or access by unauthorized persons to the electronic storage of personal information.

As a result of multiple components of audio/video systems, they are not 100% secure. Our telehealth platforms comply with HIPAA federal privacy laws, but a guarantee of 100% confidentiality cannot be made because of inherent issues with these communication systems. The clinician and GHG, PA may not be held liable for any gathering or use of client information by these service providers.

Telehealth treatment may or may not be fully covered by your medical insurance, especially by health plans which are self-insured. For this reason you may wish to consult with your health insurer and certainly discuss this issue with your clinician.

**Initial here to confirm your consent to telehealth treatment when indicated or necessary: ____**

Financial Responsibilities

Unless other agreements are made with you or your health insurance provider, all clients are expected to make full payment for balances due at the time of service, including copays. Payment can be made by cash or check, or via credit card. You have the option to leave a credit or debit card on file via the patient portal of our electronic health record; information about account balances due also can be found through the patient portal.

Many clients elect to use their health insurance which typically provides coverage for mental health services. Unless you waive your right to use health insurance for services, we must honor whatever contractual obligations exist with your insurer. Should you wish to not use your insurance for clinical services, you and your clinician can discuss and agree to other fee arrangements. Under this condition it is important to know that you, not your insurance company, are responsible for full payment of that fee. Our fees are listed on our website.

Your health insurance will only reimburse for “medically necessary” services. We are often requested to provide other forms of professional services, such as reports, letters, consultations with other professionals (with your authorization), and extended telephone discussions (greater than 10 minutes). These types of services will be billed to the client on a prorated basis at the same hourly rate for psychotherapy ($180/ hour).

If you are unable to attend a scheduled appointment, we ask that you provide at least 24-hour notice (including calling Friday for Monday appointments). You will be charged in full for a missed session or late cancellation, unless other arrangements are made with your clinician. This charge is not reimbursable by insurance and is due at the time of your next appointment.

**Effective January 1, 2026**, balances that are **60 days overdue will be charged to the credit card on file** in your client portal. This policy is aimed at preventing high balances which can potentially disrupt treatment or create a financial hardship for clients. Please note that account statements are sent to our client portal each month and define current balances due, including ranges of amount of days balances are overdue. At any time, we will work with you to develop a payment plan.

Accounts greater than 90+ days overdue which have not responded to our request for payment may disrupt treatment and can be referred to collections agency or legal action. Should that occur, we are required to provide the agents with limited information: Your name/ contact data, the nature of services provided, and the amount due. To limit undue burden, we would prefer to make every effort to address and resolve these issues prior to any action through a third party; please discuss any financial concerns with your clinician and/ or our billing department (603-668-3050, extension *21) or billing@thegreenhousegroup.net, as soon as possible.

**Initial here to confirm your agreement to our collections practices: ____**

No Surprises Act and Good Faith Estimates

If you choose to not use your health insurance to pay for services, we are required to provide you with a "Good Faith Estimate", as defined in the "No Surprises Act" of 2022. You may expect to receive an estimate of the cost of your treatment (within $400) for up to one year. A complete list of standard fees is posted on our website.

Please discuss any questions about your treatment plan and costs with your clinician. While over time there may be changes to the fee or number of sessions provided within a year, you should never receive a bill from GHG, PA that you do not anticipate. If you believe you have been billed in error, you may contact your clinician at the information listed above (or on our website) and ask them to update the bill to match the Good Faith Estimate, negotiate the bill, or request financial assistance.

You may also start a dispute resolution process with the U.S. Department of Health and Human Services (HHS) by visiting www.cms.gov/nosurprises or calling 1-800-985-3059. You must start the dispute process within 120 calendar days (about 4 months) of the date on the original bill. There is a $25 fee to use the dispute process.

**Initial here to confirm you have been informed of your right to receive a Good Faith Estimate: ____**

Using Medical Insurance

If you plan to use your health insurance for clinical services it is important that you contact your plan to determine if there are prior authorization requirements and/ or limits of coverage for clinical services. Any changes to your health care plan may require a new authorization which you, the client, are responsible for obtaining prior to your next session.

Once you have obtained this information you should discuss with your clinician what types and length of treatment are realistic to expect within the limits of coverage available, and/ or what will happen should those insurance benefits end prior to reaching your treatment goals. Please remember that you always have the right to pay for services yourself.

Please be aware that in order to reimburse for clinical services, insurance companies require your authorization so that your clinician can provide a clinical diagnosis, and sometimes additional information such as a treatment plan or summary; or in rare cases, an insurer may request a copy of the entire record. Your clinician will make every effort to release only the minimum information that is necessary for the purpose requested. This information will become part of the insurance company's file; once in their possession your clinician has no control over how that information is managed or protected.

Please note: As of September 1, 2023, we are no longer accepting referrals or payment via employee assistance programs (EAP).

**Initial here to confirm your permission to submit claims to your insurance plan: ____**

Client Rights, Records, Practices, and HIPAA

Consistent with state law, the Mental Health Bill of Rights is posted in the waiting room and on our website for your review. Please direct any related questions to your clinician.

Federal law (HIPAA) and the standards of our profession require that your clinician maintain Protected Health Information (PHI) about you in your Clinical Record. This record contains information regarding your reasons for seeking treatment, the ways this problem impacts your life, diagnosis, treatment goals/ progress, medical, social, and treatment history, including past treatment records received from other providers. Additionally, this record may contain a record of professional consultations and reports that may have been sent to anyone with your authorization.

HIPAA also addresses the use of Psychotherapy Notes, those which are designated to assist the clinician in providing you with quality treatment. These notes may contain contents of discussions with your clinician, some of which may include sensitive information. While insurance companies can request and receive a copy of the Clinical Record, they cannot receive these Psychotherapy Notes without your written consent.

You may examine and/ or receive a copy of your record if you make that request in writing. Because these are professional records and are subject to misinterpretation or may be upsetting to untrained readers, we recommend that you initially review them with your clinician, or have them forwarded to another mental health professional with whom you can discuss their contents.

You may also revoke this agreement in writing at any time. That revocation will be binding on your clinician and the GHG, PA unless your clinician has already taken action in reliance on it; if there are obligations imposed on the clinician by your health insurer in order to process or substantiate claims made under your policy; or, if you have not satisfied any financial obligations incurred. We must obtain your signed authorization before we can release your PHI for any use and disclosure not described above or in our HIPAA Privacy Notice.

You have the right to restrict disclosures of your PHI at GHG, PA to a health plan if you pay out-of-pocket for services.

Your clinician will make every effort to provide quality and effective psychological services. If you are dissatisfied with your treatment it is strongly encouraged that you first contact your clinician directly to discuss and resolve these concerns together. Should you decide to pursue such concerns further and initiate a professional ethics complaint, you should contact either the New Hampshire Board of Mental Health Practice or the New Hampshire Board of Psychologists, as appropriate to the clinician's licensure; both are located in Concord, New Hampshire.

You should also be aware that the presence of a mental health diagnosis and/ or sensitive clinical information within the Clinical Record could potentially impact services you might seek to obtain in the future, e.g. applications for life insurance, military service, and national security clearance may all be affected.

Privacy Practices and Confidentiality

The relationship and communications between a licensed mental health professional and client are privileged and confidential in the state of New Hampshire and in accordance with HIPAA regulations. However, state law and the ethics of our profession indicate there are certain exceptions to such privileged confidentiality. Under specific conditions, listed below, the mental health professional cannot be held legally liable for violating the privacy of confidential clinician-client communications. In each instance, every effort will be made to fully discuss these circumstances with the client before taking action.

1) We are required to report to state authorities any instances of reported, observed, and or suspected abuse/ exploitation of children, the elderly, or disabled adults;

2) Should a client communicate and/ or present a serious threat for self-harm, every reasonable attempt will be made to address that concern, i.e. contacting family or arranging for protective hospitalization. If these efforts are unsuccessful, we are ultimately mandated to contact law enforcement in order to protect the life and well being of our client;

3) Should a client communicate and/ or present a serious threat of harm against an identified victim(s) and/ or substantial damage to real property, we have a legal duty to take reasonable precautions by either notifying that individual and/ or the appropriate authorities;

4) Were a client to make a formal complaint of professional misconduct to the regulatory board which licenses mental health clinicians, and/ or file a lawsuit, the clinician is expected to provide records and otherwise Protected Health Information (PHI) to the appropriate agency in order to respond to a complaint or lawsuit;

5) We will comply with a valid Court's Order to the clinician requiring therapeutic disclosure (e.g. child custody proceedings, cases in which the client's psychological condition is an important element);

6) In the case of group therapy, issues of confidentiality among the participants are discussed and emphasized. However, absolute confidentiality within that setting cannot be guaranteed.

7) In the case of married individuals where one or both are clients of the GHG, PA, the surviving spouse is legally entitled to access the decedent's medical record irrespective of whether the surviving spouse is the decedent's executor - unless the decedent objected to such release prior to his or her death.
**If you object to the release of your records to your spouse, please initial here. ____**

In the case your clinician is suddenly unable to continue to provide professional services or to maintain client records due to incapacitation or death, the managing partners of the Green House Group, PA will be given access to all client records and may contact you directly to inform you of such a death or incapacitation; to provide access to your records; to provide psychological services, if needed; and/or to facilitate continued care with another qualified professional, if needed. Please discuss any questions or concerns about this arrangement with your clinician.

Treatment of Minors (Please Refer to the Informed Consent For Treatment of Minors when applicable)

Couple's and Family Treatment (Please Refer to the Informed Consent for Treatment of Couples/Families when applicable)

Psychiatric Services

GHG, PA does not currently provide psychiatric medication services. Should you and your clinician determine that a psychiatric consultation could be a helpful adjunct to your treatment, we have good relationships with and often refer to qualified prescribers in the surrounding community; your own medical doctor/ PCP may also be able to provide assistance with these services.

Peer Consultation

In the interests of maintaining best practices and quality treatment, our clinicians sometimes find it helpful to discuss a clinical question or concern with other professionals in or outside the practice, typically through regularly scheduled peer consultation meetings. Under these conditions neither the clinician or consultant ever disclose the client's identity and are equally bound to maintaining client confidentiality. Your signature on this document indicates your understanding and consent that your clinician may discuss your case in such consultation.

## CONSENT FOR TREATMENT

Your signature below indicates that you have read and understood information in this document, discussed its contents with your therapist/clinician as necessary, and agree to abide by its terms over the course of your treatment relationship with the Green House Group, PA (GHG, PA). Your signature also indicates that you have given formal consent for your therapist/clinician to provide treatment.

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| Client Name/ DOB (Printed) | Client Name/ DOB (Printed) |
| Client Signature | Client Signature |
| Date | Date |
| Parent/ Guardian's Signature | Parent/ Guardian's Signature |
| Parent/ Guardian's Name | Parent/ Guardian's Name |
| Date | Date |

Therapist/Clinician Name (Printed)