

**Informed Consent for Services at Hannigan Counseling Center, PLLC**

**Client name:**

**If client is a minor, name of parent/guardian completing form:**

**Client address:**

**Phone Number:**

Welcome to Hannigan Counseling Center, PLLC, the mental health practice of licensed clinical mental health counselors (LCMHC) Brian and Alicia Hannigan. This document contains important information about our professional services and some of our business policies/procedures. It also contains information about the Health Insurance Portability and Accountability Act (HIPAA), a federal law that provides privacy protections and patient rights about the use and disclosure of your protected health information (PHI) for the purposes of treatment, payment, and healthcare operations.

Although these documents are long and sometimes complex, it is important that you read and understand them. Your signature on this document will represent an agreement between yourself and Hannigan Counseling Center, PLLC (hereafter referred to as HCC). We can discuss any questions you have prior to signing this document or at any time in the future. You can revoke your authorization under this agreement in writing at any time.

**Counseling Services**

Psychotherapy—whether individual, couple, family, or group—is a relationship-based process that is grounded in trust and collaboration. Counseling requires your active effort and investment in order to achieve your desired results. Within this process, there may be times where it feels to you that things are getting “worse” before they get better. Since therapy often involves exploring distressing aspects of your life, you may experience uncomfortable or undesirable feelings or thoughts related to, but not limited to, sadness, guilt, anger, frustration, loneliness, and/or hopelessness. Additionally, although much research shows that therapy is generally effective, positive outcomes are not guaranteed. Despite potential risks that include the aforementioned, counseling has also been shown to have many benefits. Some benefits include, but are not limited to, improved relationships, strategies and skills for managing ongoing dilemmas, and reductions in feelings of distress. There are no guarantees of what you will experience in therapy.

**CLIENT RIGHTS**

Pursuant to the New Hampshire Mental Health Bill of Rights, clients have certain rights. HCC acknowledges and supports client’s rights and responsibilities as outlined in the mental health bill of rights. A copy of the mental health bill of rights is available at the office. By signing this consent you also acknowledge that you have received and reviewed a copy of the mental health bill of rights as well as HCC’s privacy policy.

**COUNSELING SESSIONS**

HCC operates in accordance with all applicable state laws as well as the professional ethical standard of the New Hampshire Board of Licensed Mental Health Counseling Professionals. We

offer professional, yet personal services and are guided by a strong belief in compassionate, collaborative, and ethical care.

HCC offers outpatient counseling services for individuals, couples, and families.

**Individual Counseling for Adults:** If engaged in individual counseling, the beginning of treatment involves establishing a therapeutic relationship, assessing current needs, collaboratively developing a treatment plan, and then utilizing evidence-based techniques to work towards your treatment goals. Counseling sessions are scheduled for 45-60 minute durations and 12-weeks worth of counseling is scheduled at a time. Frequency of sessions will be determined based on your individual needs and goals. Towards the end of the 12 weeks, your progress will be evaluated, your ongoing needs will be discussed, and a new care plan will be determined. If additional services are needed and desired then you will be able to schedule an additional 12-weeks worth of sessions. This process can repeat as many times as necessary and as agreed upon by you and your clinician.

**Individual Counseling for Minors:** Persons under the age of 18 and who are not emancipated are considered minors. Law allows parents/guardians to examine their child's treatment records unless HCC decides that such access is likely to injure the child. Unless informed otherwise, HCC assumes that every child has two parents/guardians with equal rights to initiate treatment, make treatment decisions, receive and disseminate information from the child's medical records, and communicate with HCC.

Especially for younger children, therapy with minors is rarely individual. Support and engagement from parent(s)/guardian(s) is necessary for positive outcomes. While you may not be in each session, you are encouraged to communicate with the clinician and your child in order to determine how to best support the child's progress towards their treatment goals. You are welcome—if legally able—to be as involved in the therapeutic process as you would like. That said, HCC also reserves the right to terminate treatment if you do not meaningfully participate in the treatment process and that is of a disservice to your child reaching their goals.

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**Custody and Consent.** This informed consent is a consent for treatment. In the case of a minor, any and all people who have legal decision making authority for the child (meaning "legal custody" not just "physical custody") must agree to the counseling before a therapist can see the child. In cases of divorce, separation, and/or guardianship, appropriate paperwork must be on file with HCC detailing the parental and/or guardianship arrangement before the child can be seen. In all cases, if a parent or guardian (whether actively involved in a child's life or otherwise) states they do not

wish the child to be seen or to continue in counseling, then counseling services have to be stopped until consent is again established. An exception to this would be if there is an active court order stating the child is to receive counseling. A copy of such order must be on file for the child to begin counseling. In this situation, the court order supersedes parental rights. Any other situations are handled on a case by case basis.

Given the aforementioned, the parent/guardian requesting therapy services will be asked to fill out an additional form, wherein they indicate the names, contact information, and relationship of all additional legal authorities to the minor. If this information is not known by the parent/guardian requesting services, that will be written and documented on an attached form as well.

**Couple/Family Counseling:** Couple and family counseling is oriented towards the relationships within people's lives. While attention is paid to individual members, added emphasis is on the way individual behaviors are affecting relationships. Working with multiple people in the therapy space presents a unique set of benefits and challenges. While not exhaustive, some potential benefits include practice establishing boundaries, increased relationship satisfaction, resolving interpersonal conflicts, and developing healthy patterns of attachment within relationships.

If engaged in couple or family counseling, the beginning of treatment involves establishing a therapeutic relationship, assessing current needs, collaboratively developing a treatment plan, and then utilizing evidence-based techniques to work towards your treatment goals. Counseling sessions are scheduled for 45-60 minute durations and 12-weeks worth of counseling is scheduled at a time. Frequency of sessions will be determined based on your unique needs and goals. Towards the end of the 12 weeks, your progress will be evaluated, your ongoing needs will be discussed, and a new care plan will be determined. If additional services are needed and desired then you will be able to schedule an additional 12-weeks worth of sessions. This process can repeat as many times as necessary and as agreed upon by you and your clinician.

In couples counseling, both partners must provide their consent to release counseling records. If one partner does not provide consent, records will not be released. On occasion during the counseling process, individual members of relationships may be seen for an individual counseling session. In this case, the individual session is still considered as part of the couples counseling relationship and process. Information disclosed during individual sessions will not be kept "secret" and may be used or disclosed, as appropriate, within the couple or family sessions. Treatment records of the couple's sessions contain information about each person. Therefore, both clients agree that treatment records will only be released by joint consent. In the event of a disagreement, the records will not be released without a court order. Unmarried individuals in couple's therapy do not have the privilege to the same extent that married individuals have due to the legal status of their relationship. That said, each person is asked to maintain the confidence of the other.

Regardless of the form of treatment, certain expectations exist:

- In order to maximize the therapy experience, unless you have talked to your counselor to make arrangements for an emergent call, please refrain from answering cell phones and/or texting during sessions
- The clinician has the right to end a session, phone call, or conversation if they at any time feel threatened or endangered. By threatening and/or endangering the welfare of your clinician or any other HCC staff, your counseling with HCC will be terminated.

### **Experiential Activities**

Throughout the course of treatment with HCC, you (or your child) may be invited to participate in experiential activities/exercises that are guided to support your progress towards achieving your therapeutic goals. Participation in any activity—whether at the direction of your clinicians office or outside of the office—is entirely your choice. Your clinician has no authority to “make you” do anything and the choice to engage in any behavior throughout the course of treatment is yours and yours alone. By signing this consent form and agreeing to participate in therapy services with HCC, you acknowledge these rights that you have and you voluntarily release and forever discharge HCC from liability and agree not to sue HCC or any affiliates for claims connected with your (or your child’s) participation in activities associated with HCC.

### **RECORDS**

According to the Health Care Act of 1992 and New Hampshire Law, you have a right to review a copy of your file. You also have the right to request that your therapist provides a copy of your file to other health care providers with your written authorization. The only portion of your record that this organization can provide, or share, is information that is generated here. Your clinical records are kept in a safe place for a minimum of seven years for adults and the age of majority (18 years), plus seven years for children. Records will be maintained with confidentiality and in accordance with New Hampshire State Law.

**Electronic Medical Records:** HCC utilizes an electronic medical records/health system. HCC conducts as much business and documents as much healthcare information electronically as possible. Despite the electronic record/health systems that we are using meeting certain requirements for security and privacy, the security and privacy of your information can not be guaranteed. In the event of any breach of information you will be notified. Signing this document acknowledges your awareness, understanding, and consent to the use of electronic medical records.

**Teachable.** HCC also utilizes another electronic platform known as *Teachable* to provide access to additional resources, activities, and other supplemental materials that may contribute to your therapeutic process. You will never be required or expected to disclose protected health information on this platform. Disclosure of any personal information on this platform is your choice and your choice alone. As is the nature with electronic tools and communication, privacy and security cannot be guaranteed. What is available to you on *Teachable* is not therapy. Signing this document acknowledges your awareness, understanding, and consent to the use of *Teachable* throughout your care with HCC.

### **CONFIDENTIALITY**

Your file contains written information about our work together, including any assessments, progress notes, releases of information, documentation of communication, etc. You have the right to access and review your records upon request. Under New Hampshire law, communications between a client and a licensed psychotherapist are privileged and confidential, and may not be disclosed without the specific authorization of the client. Exceptions to this include, but are not limited to, the following:

- If your therapist has good reason to believe that you are in imminent risk of harming yourself, your therapist is allowed to contact any appropriate or necessary person or service that may be able to support your care and maintain your safety.

- If you disclose that you intent/will harm another person, your therapist will attempt to inform that person, as well as the police.
- If you disclose the physical, sexual, emotional abuse or neglect of a child, elderly, or vulnerable adult by you or someone else, your therapist is legally required to notify the appropriate protective services.
- Court mandated clients are required by HCC to sign a release of confidential information in order for HCC to remain in ongoing communication with the appropriate court and legal agencies. Therapists may report to these agencies such things as, but not limited to, payment, participation, and attendance, and/or other specific concerns.
- If a court order is issued for the release of your records, your therapist will request, but does not need, your signed authorization
- As part of a professional organization, your therapist at times consults with other colleagues and professionals (often referred to as “peer collaboration”) in order to coordinate treatment and maintain a high quality of care. As much as possible, your identifying information will remain confidential in these discussions. If you object to your case being reviewed in these manners, please notify your therapist at this time.
- Outside of consultations with other appropriate professionals (i.e., peer collaboration) any information related to substance use, HIV, or any other STD related information will be released only after that is specifically authorized on a signed release of information.
- HCC takes reasonable steps to ensure the confidentiality of all its clients. However, HCC cannot protect information once it leaves the building by phone, fax, email, regular mail or is picked up by a client or a person the client has authorized. In signing this form, you acknowledge and agree to not hold HCC responsible for PHI once it is authorized and outside of HCC.
- A recorded message left on the answering service may be heard by any staff member of HCC. The same confidentiality and privacy rules apply to all staff of HCC, although you may wish to use your discretion in what information you leave in a voicemail.
- All psychotherapy cases in New Hampshire are subject to activity by the New Hampshire Board of Mental Health Practice at any time.
- This list of exceptions to confidentiality is not exhaustive. The laws and regulations governing confidentiality can be quite complex and the clinicians at HCC are not attorneys. In certain situations, formal legal advice may be needed.

### ***Additional Considerations for Minors and Confidentiality***

- Although communication between a client and a licensed psychotherapist are confidential, those with legal authority over a minor have a right to access the counselor and authorize release of information. If this is a concern, please discuss it with your therapist BEFORE beginning treatment. We find there is less resistance to the counseling when all parties consent to the counseling and participate to the extent that the court allows.
- In the State of New Hampshire, either parent can bring a child to counseling and either parent can take a child out of counseling. Thus, HCC seeks to have both parents sign the informed consent, meet with the counselor, ask questions, provide information, learn how to help the child, etc. Where custody and decision-making have been given to one parent by the court, the non-custodial parent may still have the right to know what is going on with their child, even if they do not have the right to make a decision for that child. It is the responsibility of the parent/guardian to inform HCC of these situations. By signing this form, the parent/guardian acknowledges that all parties with legal rights related to the minor have been informed of the minors participation in therapy.



- In cases of a minor, the child is the client. Thus, any communications from anyone other than the client are not considered protected and can be shared with other parties involved in the case. These communications can also become part of the notes and thus could be seen by outside parties if the notes were requested to be released.
- A minor's notes can be released with the written consent of both parents or a court order.
- If the client is an adolescent, the content of the therapy session will be considered confidential unless there is reason to believe that the adolescent is in danger to themselves or other people. Such behaviors might include drug use, risky sexual behaviors, illegal activities, etc.
- It is important to the success of the therapy that a safe place is set up for the child and that all involved agree to honor the therapeutic space. Conflicts among the adults in the child's life adversely impact the child and may counteract any positive gains made by therapy. It is often suggested that parents and/or guardians seek their own individual counseling to help manage those inter-relational stresses. Other forms of treatment such as couple therapy or family therapy may also be available.
- On occasion, conflicts among families due to bringing the child to counseling or because of court proceedings can become so strong that it is actually more detrimental to the child to attend counseling because of the immense tensions between family members. Children are megaphones for the conflicts in the family and in these situations HCC can withdraw from the case in order to allow there to be less issues of stress within the family.
- Non-biological parents and/or guardians must have documentation from the court or a release from both parents that they can be informed of information pertaining to minors, set up appointments, pick up the minor, etc. Releases can be written to limit access to certain information if desired (i.e., one could limit information to setting up appointments but not treatment planning).

**Confidentiality and the Waiting Room:** The space designated as the waiting room is a common space shared with other offices in the building. It is not a confidential space. As such we ask clinicians and clients to wait to have confidential conversations until in the therapy space.

### **CODES OF ETHICS AND PROFESSIONAL BOUNDARIES**

Therapists working in the helping professions are required by their professional organization to operate within the professions' code of ethics. They include but are not limited to the establishing and maintaining of appropriate professional boundaries. A therapist may not become involved in any type of personal relationship with a client (i.e. sexually, business, etc.). The therapist can serve only one role in the client's life (i.e. cannot be the client's employer and their therapist). Also, the therapist's role in therapy should be clearly defined. For additional and specific ethical standards, please consult your therapist or another staff at HCC.

**Conflict of Interest:** New Hampshire is a small state. From time to time, actual or potential conflicts of interest may arise. In the event that your therapist becomes aware of a conflict of interest in providing treatment to you, they may be required to refer you to another clinician. Regardless of the existence of a conflict of interest, you can be assured that any information will remain confidential as the law allows.

### **DISAGREEMENTS AND GRIEVANCES**

[contact@hannigancounselingnh.com](mailto:contact@hannigancounselingnh.com)

603-329-2984

If you feel that you and your therapist are at an impasse with your case, then you are expected to discuss this with your therapist. Additionally, if you feel that your rights have been violated and you wish to make a formal complaint, you are entitled to do so by contacting the licensing board to which your therapist belongs.

· The New Hampshire Board of Mental Health can be reached by calling:  
(603) 271-6762

## **TERMINATION**

Psychotherapy is a process involving clear communication between client and therapist. Once a treatment plan is developed and agreed upon, treatment proceeds until the plan is fulfilled. If you wish to terminate before completion of the treatment plan, your therapist will encourage you to schedule a final session in order to summarize your progress, discuss any unresolved issues, or to assist you with the transfer to another therapist/provider. As the client, you have the right to terminate counseling at any time that you wish. Your intention to terminate therapy needs to be in writing. Any fees you have accrued prior to your date of self-initiated termination are still subject to this agreement (i.e., can still be charged by HCC after your date of termination). That said, your right to counseling services through HCC via this informed consent is no longer valid after your date of termination. Should you wish to resume therapy services at HCC in the future, you will need to re-sign the appropriate documentation to become a client.

***Counselor's Ending of Counseling:*** It is unethical for your counselor to engage in services that they deem to no longer be in your best interest (or in the case of a child, your child's best interest), be ineffective for treating your needs, or to no longer be clinically necessary. For any of those reasons, HCC reserves the right to initiate the termination of your treatment. Additionally, it is unethical for a therapist to practice in areas that are outside of their (the clinicians) scope of practice. As such, if your therapist determines your case needs more or different expertise that we are able to provide, we reserve the right to terminate services and provide a referral to another person or entity. In either of these aforementioned situations, you will be allowed up to three sessions so as to properly terminate with your clinician. These sessions are still subject to the same financial policies as any other session.

HCC reserves the right to terminate services due to failure to pay fees associated with care. A termination session will be offered to any client who is being terminated as a result of failure to adhere to the financial policies outlined below. Additionally, HCC and its clinicians reserve the right to terminate clients who verbally, physically, or sexually abuse, harass, threaten or endanger any staff member of HCC. In cases of verbal, physical, or sexual abuse, harassment, threats, or endangerment to any staff member of HCC, you waive your right to have termination sessions with your client. These actions (the aforementioned abuse, harassment, threats, or endangerment) will be interpreted by HCC as your decision to terminate therapy.

Case files will be closed if there is no communication from the client for two months after the last attended session, unless a special arrangement has been made. Cases can and will be closed without written notification to you, if they meet any of the above conditions for the client of the clinician to end counseling. Once your case has been closed, your consent to counseling as agreed upon in this documentation will no longer be valid. If you wish to reconnect with services at HCC then a new consent form will need to be signed.

Artwork (or any other tangible product) made as part of the sessions belong to the client and are encouraged to be taken home at the end of sessions by the client. Artwork that is not taken by

the client will be destroyed when the case is closed, unless other arrangements have been made.

**Termination and Referral Process.** If you, the client, decides to terminate your therapy, your clinician bears no responsibility for your referral or connection to other agencies or individuals. If your clinician decides that the therapeutic relationship must terminate, regardless of the reason, they will engage in the following process:

1. Your clinician will ask if you wish to engage in additional services outside of HCC or if you wish to no longer be connected with therapeutic services.
2. If you decide that you do not wish to be connected with any other individual or agency for ongoing care, then your clinician will no longer have any responsibility related to your transfer of care.
3. If you decide that you do wish to continue care with a different person or agency, then your clinician will assist in the referral process by identifying three potential sources that may be of value to your clinical needs. By signing this you acknowledge and understand that your therapist bears no responsibility or burden to contact these referral sources in any way. The ultimate burden of connecting for therapy at agencies or people outside of HCC lies with the client.
4. Your therapist will follow HCC's policies for termination (i.e., having remaining sessions with you).

### **Financial Policies and Agreements**

The client's charge will be established at the onset of treatment and will be understood as the financial agreement. Payment is due at the time of service. Failure to pay fees/balances can result in the termination of therapy.

### **Managed Care and Insurance Reimbursement**

HCC will not contact insurance companies on your behalf. We will, however, provide you with whatever you may need so that you can work with your insurance provider to utilize any benefits that you may have.

### **Good Faith Estimate (GFE)**

In compliance with the No Surprises Act that went into effect January 1, 2022, all healthcare providers are required to notify clients of their Federal rights and protections against potential "surprise billing."

This Act requires that we notify you of your federally protected rights to receive a notification when services are rendered by an out-of-network provider, if a client is uninsured, or if a client elects not to use their insurance.

The Good Faith Estimate works to show the cost of items and services that are reasonably expected for your mental health care needs for an item or service. The estimate is based on information known at the time the estimate was created. The Good Faith Estimate does not include any unknown or unexpected costs that may arise during treatment.

You are entitled to receive this "Good Faith Estimate" of what the charges could be for psychotherapy services provided to you. While it is not possible for a psychotherapist to know, in advance, how many psychotherapy sessions may be necessary or appropriate for a given



person upon the initiation of psychotherapy, this form provides an estimate of the cost of services provided. Your total cost of services will depend upon the number of psychotherapy sessions you attend, your individual circumstances, and the type and amount of services that are provided to you. This estimate is not a contract and does not obligate you to obtain any services from the provider(s) listed, nor does it include any services rendered to you that are not identified here.

This Good Faith Estimate is not intended to serve as a recommendation for treatment or a prediction that you may need to attend a specified number of psychotherapy visits. The number of visits that are appropriate in your case, and the estimated cost for those services, depends on your needs and what you agree to in consultation with your therapist. You are entitled to disagree with any recommendations made to you concerning your treatment and you may discontinue treatment at any time.

HCC recognizes every client's therapy journey is unique. How long you need to engage in therapy and how often you attend sessions will be influenced by many factors, including:

- Your schedule and life circumstances
- Therapist availability
- Ongoing life challenges
- The nature of your specific challenges and how you address them
- Personal finances and resources

You and your therapist will continually assess the appropriate frequency of therapy and will work together to determine when you have met your goals and are ready for discharge and/ or a new "Good Faith Estimate" will be issued should the frequency of session(s) or needs change. As related, you may request a new GFE at any time in writing during your treatment.

Therefore, if services are rendered by an out-of-network provider, if a client is uninsured, or if a client elects not to use their insurance then you will be given a Good Faith Estimate.

Our service fee is \$112.50 per counseling session (for individual, couple, and family counseling). If you have an appointment once per week for 52 weeks, then your estimated out-of-pocket cost for one calendar year is \$5,850.

The Good Faith Estimate does not include any unknown or unexpected costs that may arise during treatment. You could be charged more if complications or special circumstances occur. If this happens, and your bill is \$400 or more for any provider or facility than your Good Faith Estimate for that provider or facility, federal law allows you to dispute the bill.

You may contact the health care provider or facility listed to let them know the billed charges are higher than the Good Faith Estimate. You can ask them to update the bill to match the Good Faith Estimate, ask to negotiate the bill, or ask if there is financial assistance available.

You may also start a dispute resolution process with the U.S. Department of Health and Human Services (HHS). If you choose to use the dispute resolution process, you must start the dispute process within 120 calendar days (about 4 months) of the date on the original bill.

If you dispute your bill, the provider or facility cannot move the bill for the disputed item or service into collection or threaten to do so, or if the bill has already moved into collection, the provider or facility has to cease collection efforts. The provider or facility must also suspend the

accrual of any late fees on unpaid bill amounts until after the dispute resolution process has concluded. The provider or facility cannot take or threaten to take any retributive action against you for disputing your bill.

There is a \$25 fee to use the dispute process. If the Selected Dispute Resolution (SDR) entity reviewing your dispute agrees with you, you will have to pay the price on this Good Faith Estimate, reduced by the \$25 fee. If the SDR entity disagrees with you and agrees with the health care provider or facility, you will have to pay the higher amount.

To learn more and get a form to start the process, go to [www.cms.gov/nosurprises/consumers](http://www.cms.gov/nosurprises/consumers) or call 1-800-985-3059.

For questions or more information about your right to a Good Faith Estimate or the dispute process, visit [www.cms.gov/nosurprises/consumers](http://www.cms.gov/nosurprises/consumers), email [FederalPPDRQuestions@cms.hhs.gov](mailto:FederalPPDRQuestions@cms.hhs.gov), or call 1-800-985-3059.

### **PAYMENT AND COLLECTIONS**

Prior to beginning services, HCC will obtain a credit/debit card to keep on file throughout the course of treatment. This card number will be kept in our secure electronic health records system. By signing this consent you are consenting to the storage of your credit/debit card on file and the automatic billing of your card for each service provided. You are expected to pay for each session at the time it is held, unless we agree, in writing, to other arrangements. Depending on the client's particular situation and circumstances, the charge may be paid for by the client only or second party payer (i.e., a parent). With parents who are separated, one parent will be designated as the payee to the account. Split billing/payment is not done.

#### ***Session Fees***

Per session (up to 60 minutes) - \$112.50

#### ***Letter Writing***

Generally speaking, letters will not be written outside of court ordered requests. Additional requests will be taken on a case-by-case basis. All letters are factual documents and will not include (unless required by a court) subjective interpretations by your clinicians. HCC reserves the right to charge for letter writing at \$112.50 per hour.

#### ***Phone Conversations***

HCC reserves the right to charge phone conversations longer than 15 minutes at a rate of \$112.50 per hour. This will be added to your bill and must be paid prior to your next session. This charge will be the responsibility of the client, even if the client is not the caller.

#### ***Court Fees***

Clinicians at HCC will not participate in court proceedings unless required by a court order. In the event of participation, \$450 per hour will be charged for court fees and \$200 per hour will be charged for court preparation time. Preparation time can include but is not limited to consultation with a lawyer, even if the therapist is ultimately not required to attend court. Unless a court order says differently, payment is required prior to court. Any expenses accrued by the clinician of HCC in preparing for court or attending court will be the responsibility of the client (i.e., lawyers fees).

#### ***Collection Agencies***

Payment schedules for other professional services will be agreed to when they are requested. If your account has not been paid for more than sixty (60) days and arrangements for payment have not been agreed upon, we reserve the option of using legal means to secure payment for services rendered. This may involve hiring a collection agency or going through small claims court, which will require me to disclose confidential information. In most collection situations, the only information we release regarding a patient's treatment is their name, the nature of the services provided, and the amount due. Costs of any legal action will be included in the claim.

## **ATTENDANCE**

The structure of HCC's therapy model is based on 12-week periods of care. This means that therapy is committed to and scheduled for 12-weeks at a time. You and your clinician will work together to determine your frequency of appointments (i.e., weekly, biweekly, etc.) but appointments will be scheduled for 12-weeks into the future. As the 12-week period is coming to an end, you and your therapist will discuss your progress, ongoing needs, and likelihood of additional treatment at HCC to be effective in working towards your goals. Per the information stated above regarding termination, if your clinician believes that ongoing care is unnecessary, will be ineffective, or that you require a higher level of care, then termination and referral may begin. If, however, ongoing therapy with HCC is deemed to be appropriate then you will be able to schedule an additional 12 weeks of services.

### ***Canceled or Missed Sessions***

Once a session is scheduled, you are agreeing to all policies and procedures outlined in this consent as they relate to that session. This includes, but is not limited to, the financial policies around fees and charges due to no-shows and cancellations. In the event that your HCC clinician needs to cancel a session, every attempt will be made to reschedule that session. A client who cancels, misses, or no-shows a scheduled session is similarly not guaranteed a rescheduled appointment. The ability to reschedule is based on multiple factors including, but not limited to, your clinicians availability.

In the event you have an appointment scheduled, miss that appointment, and provide no communication of cancellation prior to the appointment ("no-show"), you will be charged the full session fee of \$112.50.

In the event you have an appointment scheduled and you cancel that appointment within 24 hours of the scheduled session start time, you will be charged \$50. If this appointment can be rescheduled for within the same week as the initial appointment, the \$50 charge will be waived.

Appointments canceled greater than 24 hours prior to their start time will incur no cost.

### ***Illnesses and Contagions***

If you or a member of your family has a sickness, contagion, infestation or such (i.e., COVID, strep throat, flue, contagious cold, MRSA, fever, lice, bed bugs, etc.) please call to reschedule your appointment. Please cancel as soon as you know you are not able to make the session and see the aforementioned policies regarding cancellations.

**COVID-19.** In office precautions (i.e., hand sanitizer and frequent sanitation of toys/furniture) are being taken to ensure the safety of all clients and to minimize the spread of covid-19 (or other infectious diseases). Despite these efforts, there is no guarantee that you will not be exposed to a virus or contagion during an in-person

appointment. By choosing to have in-person appointments you acknowledge, understand, and consent to this risk and relinquish HCC from all liability should you contract covid-19. Furthermore, you consent to rejoining from in-person appointments if you are currently ill with covid-19 or some other infectious or contagious disease.

### **TELEHEALTH**

Telehealth involves the use of electronic communications to hold live two-way audio and/or video sessions. The electronic systems utilized for communication include safety and security protocols that are HIPAA compliant and able to best protect the confidentiality of the audio and/or video session. Unless specific consent is obtained, the video platforms being utilized do not record sessions.

#### ***Expected Benefits***

- Improved access to mental health care when in-office sessions are not possible (i.e., inclement weather, transportation issues, illness, etc.)
- Decreased wait times and reduced possibility of scheduling difficulties

#### ***Possible Risks***

As with in-person counseling, there are also risks associated with the use of telehealth. These possible risks include, but are not limited to:

- Connectivity issues, making it difficult for audio and/or visual information to be transmitted and therefore not allowing appropriate counseling to continue at that time
- Delays in treatment due to failures of the equipment
- In very rare instances, security protocols could become compromised, causing a breach of personal health information. In the event this occurs, you will be notified of such a breach and the steps being taken to ensure the security of your information.

#### ***Protocols***

- Without express written consent and for detailed purposes (i.e., supervision), audio and/or video recording of telehealth by my client or clinician is prohibited. Such an act will be viewed as a breach of the therapeutic relationship and this contract and will therefore be taken as a request to immediately end the therapy.
- To ensure the safety of clients as they are not in the same room as the therapist, clinicians will obtain an emergency contact person and phone number to reach out to in the event of an emergency during a telehealth session (i.e., concerns around safety).
  - Telehealth will not be provided to clients who are unwilling to provide an emergency contact. In these cases, counseling will only be provided in person.
- Despite HIPAA compliant sites and/or HIPAA compliant guidelines being used by the clinician, total and complete security cannot be guaranteed when using technology to conduct treatment.
- By signing below you acknowledge that you have read, understood, and consent to the use of telehealth for your treatment and care.

### **SOCIAL MEDIA POLICY**

HCC and its clinicians do not communicate directly with or engage with clients through social media. HCC has a social media presence (i.e., Facebook). You are welcome to follow these various pages and engage with them as you choose; however, to support your confidentiality and privacy HCC will not directly interact with you on these sites. We do not use business review sites, though businesses are often posted there without consent. If you post a review,

please remember that it is your choice to breach your confidentiality in that way. HCC will not respond to any positive or negative postings or reviews in order to protect your confidentiality.

### **Contact Information**

The office is open based on appointments and hours vary day-to-day throughout the week. We are often not immediately available by telephone. Hannigan Counseling Center, PLLC utilizes a central phone, meaning that your phone calls might be answered by any of the clinicians. If there is no answer and it is NOT an emergency, please leave a message and we will return your call within 48 hours. The contact information is as follows:

- Phone number: 603-329-2984
- Email: [contact@hannigancounselingnh.com](mailto:contact@hannigancounselingnh.com)

Hannigan Counseling Center, PLLC cannot guarantee the confidentiality of electronic communications. As such, we will only discuss protected health information during a live phone call. Protected health information will not be included in voicemails, emails, or text messaging.

**Emergencies are such situations which involve immediate physical harm to yourself or someone else. If you are experiencing an emergency for any reason, you agree to contact your local emergency number or 911 to assure your physical safety. The phone at Hannigan Counseling Center, PLLC is not a crisis line. Additionally, you will not be able to access Hannigan Counseling Center, PLLC or your clinician outside of business hours.**

In summary of some of the aforementioned, I, the signer, understand...

1. ...HCC reserves the right to change its privacy policy and informed consent as needed and in accordance with applicable laws. Clients will be updated and required to review and sign new documentation in order for treatment to continue.
2. ...and have been provided copies of the Mental Health Bill of Rights and HCC's privacy policy.
3. ...in accordance with applicable laws and ethics, the provider may use and/or disclose PHI as needed to treat, obtain payment, or as otherwise necessary for the completion of specific health care operations.
4. ...this signed consent is valid for the duration of treatment with HCC. I further understand that I have the right to revoke consent, in writing, at any time for all future transactions, with the understanding that any such revocation shall not apply to the extent that the provider has already taken action in reliance on this consent.
5. ...psychotherapy has certain risks and benefits, and I agree that HCC is not liable for any potential risks so long as they are acting in good faith towards my or my child's care and treatment.
6. ...medications are not prescribed at this practice.
7. ...HCC utilizes telehealth as an option for treatment and I consent to the use of telehealth for my or my child's treatment if it is deemed appropriate by my clinician.
8. ...HCC utilizes electronic platforms to maintain client records and I consent to the use of medical records for, but not limited to, the purposes of scheduling, communication, billing, and note taking.
9. ...the fee for services at HCC is \$112.50 per session and I consent to be charged this amount following every scheduled session. Additionally, I agree that HCC can charge me the session fee of \$112.50 for any scheduled sessions that I miss due to "no-



showing” my appointment. Appointments canceled within 24 hours of the scheduled session will be charged at \$50. HCC will not charge for a missed session if that session is able to be rescheduled within the same week as the original scheduled session. The ability to reschedule is not guaranteed.

10. ...HCC utilizes an online platform called *Teachable* to provide additional resources to clients and I consent to the use of this platform for its designated functions (i.e., accessing worksheets, handouts, etc.). I recognize that the resources available in *Teachable* are not therapy and should not be perceived as clinical mental health counseling. Additionally, I recognize that *Teachable* is not a secure or confidential platform and therefore any information that I input into *Teachable* is the result of my own choice.
11. ...in the case of a minor, by signing below I acknowledge that all parties with the legal right to know have been informed of this minor’s participation in therapy services. I also acknowledge that I am not knowingly consenting to therapy for this minor while another individual with the legal authority explicitly objects to this minor’s care or participation in therapy at HCC.
12. ...that HCC reserves the right to service cases that fit its organization, structure, and expertise. In the best interest of client care, services outside the scope of practice of HCC will not be serviced and referrals will be provided as appropriate.
13. ...and consent to my, or my child’s, therapy at HCC.

By signing below, I (the signer) indicate my agreement to all of the terms of this document in its entirety and consensually wish to enter into this agreement with Hannigan Counseling Center, PLLC.

\_\_\_\_\_  
Signature of Client/Parent/Guardian or Authorized Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed name of client/parent/guardian or authorized representative

\_\_\_\_\_  
Printed Name of Child in Case of a Minor