

**Psychiatric Wellness Center
15 Constitution Drive, Suite 1A
Bedford, NH 03110**

Informed Consent

Welcome to the Psychiatric Wellness Center. This document (the Agreement) contains important information about our professional services and business policies. It also contains summary information about the Health Insurance Portability and Accountability Act (HIPAA), a federal law that provides privacy protections and patient rights with regard to the use and disclosure of your Protected Health Information (PHI) used for the purpose of treatment, payment, and health care operations. HIPAA requires that your provider gives you a Notice of Privacy Practices (the Notice) which you will receive with this agreement, for the use and disclosure of PHI for treatment, payment and health care operations. The Notice explains HIPAA and its application to your personal health information in greater detail. The law requires that your provider obtains your signature acknowledging that your provider has provided you with this information at the end of the first session. Although these documents are long and sometimes complex, it is very important that you read them carefully before our first session. You can discuss any questions you have with your provider about the procedures at that time. When you sign this document, it will also represent an agreement between you and your provider. You may revoke this Agreement in writing at any time. That revocation will be binding on your provider unless your provider has already taken action in reliance on it; or if you have not satisfied any financial obligations you have incurred.

PSYCHIATRIC SERVICE

Psychotherapy:

As a patient receiving psychotherapy or psychotropic medications, you have certain rights and responsibilities that are important for you to understand. There are also legal limitations to those rights that you should be aware of. Your provider also has corresponding responsibilities to you. These rights and responsibilities are described in the following sections.

Psychotherapy has both benefits and risks. Risks may include experiencing uncomfortable feelings, such as sadness, guilt, anxiety, anger, frustration, loneliness and helplessness, because the process of psychotherapy often requires discussing the unpleasant aspects of your life. However, psychotherapy has been shown to have benefits for individuals who undertake it. Therapy often leads to a significant reduction in feelings of distress, increased satisfaction in interpersonal relationships, greater personal awareness and insight, increased skills for managing stress and resolutions to specific problems. But, there are no guarantees about what will happen.

Psychotherapy requires a very active effort on your part. In order to be most successful, you will have to work on things we discuss outside of sessions.

Medication Management:

For some, therapy alone may be the best option. In other cases, adding a medication appropriate for you and your symptoms can enhance the benefits of therapy and improve your overall well being. If medications are recommended to you, you can expect an explanation about their risks and benefits. You will be asked to sign a medication informed consent for each new medication your provider starts with you. Education materials on the new medication will be provided to you. You will be informed about the signs and symptoms you should expect, as well as any side effects. Once you are on medications, it is crucial that you report any changes to your health, including pregnancy and any new medications prescribed by other providers. If you become pregnant, you will need to sign a release of information with your OBGYN in addition to your PCP for your provider to communicate. If you do become pregnant while on medications, your provider will discuss the risks and benefits. If you decide to continue with medications during pregnancy, you will also be asked to sign an informed consent regarding medication and pregnancy. Educational materials will be given to you and discussed with you during your session.

Controlled Substances (Stimulants, Benzodiazepines and Sedativehypnotics):

We do not prescribe stimulants including but not limited to Adderall, Concerta, Ritalin, Focalin, or Vyvance. We do not prescribe sedativehypnotics including but not limited to Ambien, Lunesta, Temazepam, Intermezzo or Rozerem. We do not prescribe chemical dependency treatment medication including but not limited to Subxone, Methadone or Vivitrol. We do not prescribe medical cannabis. During the first two visits, we do not prescribe benzodiazepines including but not limited to Ativan, Klonopin, Xanax or Valium. We do not prescribe more than one benzodiazepine at a time. If you are already on a benzodiazepine, your current provider will need to provide this medication until your prescriber at Psychiatric Wellness Center has decided if it is medically appropriate for your treatment. The benzodiazepine will not be prescribed if it is not appropriate for your treatment plan or if it appears to be harmful to your health. If you and your provider do not agree with the treatment plan, then you will be referred to a different practice. It is at your prescriber's discretion to initiate or continue a benzodiazepine. Your provider may discuss alternative treatment or tapering options. Within the initial assessment, if your provider assesses that you are seeking a controlled substances and it does not appear appropriate to care, you may be referred to another clinic or to detox services and you will not be taken on as a patient at this time.

Refills, Pharmacies & Electronic Prescribing:

When you need a refill, you must notify your provider and allow for 3 business days (Monday-Friday) for the request to be processed. Patients are responsible for informing their provider of when their refills are due. Please be aware that not all refill requests will be processed as each patient may require different treatment and assessment. Your provider may require that you are assessed during a session prior to a refill be given. Your prescriptions will be sent directly to the pharmacy of your choosing. I understand that my prescriber will have access to my prescription history through electronic prescribing. I also understand that my provider will prescribe my medications to my pharmacy through electronic prescribing.

Your provider will answer any questions you or your pharmacist has about the prescriptions that they prescribe for you, but they do not accept calls or faxes from pharmacies regarding refills. Please explain this to your pharmacy. If the pharmacy has a question regarding refills for one of your prescriptions, they should contact you. Your provider will, under no circumstances, automatically refill prescription requests made by pharmacies. Your provider will only deal directly with you regarding your prescription refills.

Provider/Patient Relationship:

We understand that emotions can exacerbate with certain diagnosis and symptoms. Should your behavior become threatening, aggressive or unsafe beyond what is expected in the provider/patient relationship, your provider has the right to terminate services. You will be referred to another mental health clinic. Prior to termination, your provider will make efforts to maintain the therapeutic relationship if possible.

If you are unhappy with what is happening in your treatment, please speak with your provider, so that they can respond to your concerns. Such comments will be taken seriously and handled with care and respect. You may also request that your provider refer you to another provider and are free to end services at any time. You have the right to considerate, safe and respectful care, without discrimination as to race, ethnicity, color, gender, sexual orientation, age, religion, national origin, or source of payment. You have the right to ask questions about any aspects of therapy or medications and about your provider's specific training and experience. You have the right to expect that your provider will not have social or sexual relationships with patients or with former patients.

PATIENT ONLINE PORTAL

Our patient portal is HIPAA compliant online tool. Established patients may reach out to us via the patient portal for non-life threatening emergencies, messages will be returned within two business days. Patients may also leave a voicemail for their provider which will be returned within two business days. In the case of an emergency do not communicate via patient portal. Examples of emergencies include: suicidal thoughts, homicidal thoughts, self-harm (cutting, burning and other self harm behaviors), any new auditory or visual hallucinations or any life threatening side effects from medications go to the nearest emergency room. In the case of a psychiatric emergency or crisis situation, please call your local crisis team, in the Bedford, NH area this is the Mental Health Center of Greater Manchester, 603-668-411, call 911 or go to the Emergency Department at the nearest hospital.

APPOINTMENTS

Your first visit with your provider will consist of a diagnostic evaluation. For most patients, this session will last 1.5- 2 hours, which will be scheduled over 1-2 sessions. If more time is necessary, your provider will schedule a follow- up appointment as needed until the evaluation is completed. By the end of the evaluation, your provider will be able to offer you some initial impressions. At that point, you and your provider will discuss your treatment goals and create an initial treatment plan. You should evaluate this information and make your own assessment about whether you feel comfortable working with your provider. During this time, your provider will also assess if they are able to meet your treatment goals. If your provider believes you would be

better treated by a different health professional, they will offer referrals. If you have questions about your provider's procedures, you should discuss them whenever they arise.

LATE CANCELLATION/ MISSED APPOINTMENTS

The time scheduled for your appointment is assigned to you and you alone. If you have to cancel or reschedule your appointment, you must notify your provider within 2 business days of your scheduled appointment. If you miss your session or cancel later than 2 business days, you will be billed a fee of \$50.00. Please note insurance does not reimburse for missed sessions. If you no show or late cancel two or more times, you may be asked to leave the clinic and be referred to another provider for services. You will be held responsible for all fees and financial obligations for no shows and late cancels. Patients who are delinquent with payments or who refuse to pay their debt, the Psychiatric Wellness Center reserves the right to use an attorney or collection agency to secure payment. In the event of termination, your medication refills will no longer be provided. Your provider will offer you a list of agencies for you to call for psychotherapy and medication management services. It is your responsibility to inform the Psychiatric Wellness Center of your updated mailing address so that we can correspond with you upon termination. Please refer to our policies for delinquent payments.

PROFESSIONAL FEES

Insurance:

At this time, the center accepts the following health insurance Anthem Blue Cross Blue Shield, Cigna, Tufts Health Plan, Magellan Health, Minuteman Health, Harvard Pilgrim, Optum and United Behavioral Health. It is your responsibility to understand your insurance benefits, copay amount and whether or not you have a deductible to meet, etc. If your insurance coverage ends for any reason, and you choose to continue services, you will be expected to pay the out of pocket fee. If your insurance is not able to be billed for any reason, you will be expected to pay the out of pocket fee. Your copayment or coinsurance is expected at each visit. You will also be responsible to bring a copy of your health insurance card and a photo id with you on your first session.

Private Payment:

If you would like to pay without using insurance, we accept private pay. Our standard fee for the initial intake is \$250.00. For additional sessions, the rates are as follows: follow up 20 minute session with medication \$120.00; follow up 30 minute session with medication \$150.00; follow up 45 minute session with medication \$220.00; follow up 45 minute session without medication \$185.00, this is the only service without medication and this service is for patients who do not require medications from beginning to the end of treatment, which is at the provider's discretion. Our rate for a psychiatric consultation is \$250.00. A face to face refill appointment is \$50.00. Our rates are subject to review.

You are responsible for paying at the time of your session unless prior arrangements have been made. Payments must be made by check, cash or credit card. A statement will be provided at your next session, upon your request. Any checks returned are subject to an additional fee of up to \$25.00 to cover the bank fee that is incurred. Patients who are delinquent with payments or who refuse to pay your debt, Psychiatric Wellness Center reserves the right to use an attorney or

collection agency to secure payment. In addition, the Psychiatric Wellness Center has grounds for termination. Your provider will refer you to another mental health provider including local community health clinics. Patients who are delinquent with payments are not entitled to medication refills after termination. It is up to the provider's discretion pending your diagnosis and treatment plan.

In addition to scheduled sessions, it is the center's practice to bill the hourly rate of \$250.00 amount on a prorated basis for other professional services that you may require such as report writing, telephone conversations that last longer than 15 minutes, attendance at meetings or consultations which you have requested, or the time required to perform any other service which you may request of your provider. If you anticipate becoming involved in a court case, it is recommended that you discuss this fully before you waive your right to confidentiality. If your case requires your provider's participation, you may be expected to pay for the professional time required even if another party compels me to testify. If requested, our providers will supply you with a receipt of payment for services, which you can submit to your insurance company for reimbursement.

CONFIDENTIALITY

In general, the privacy of all communications between a patient and their provider is protected by law, and the provider can only release information about your treatment to others with your written permission. However there are a few exceptions. There are some situations in which your provider is legally obligated to take action to protect you or others from harm, even if your provider has to reveal some information about your treatment. If one of the following situations occurs, your provider will make every effort to fully discuss it with you before taking any action. While this written summary of exceptions to confidentiality should prove helpful in informing you about potential problems, it is important that you discuss any questions or concerns that you may have with your provider.

- 1) If a patient threatens to harm himself/herself, your provider may be obligated to seek hospitalization for him/her, or to contact family members or others who can help provide protection
- 2) If you disclose that a child or an elderly person is being sexually or physically abused, it must be reported to the proper authorities.
- 3) If you are a danger to yourself or someone else, your provider must do whatever is necessary to protect you and/ or the other person. The other person would have to be warned and the police notified

It is important for you to be aware that our center is located in a multidisciplinary office with other businesses. Our providers are all bound by the same rules of confidentiality and do not discuss protected information with any individuals in the building. We use the office receptionist to help with our administrative functions and scheduling. The receptionist is not used for clinical purposes or billing and does not have access to any protected health information. If you have any concerns regarding our office location, please discuss this with your provider.

It is important for you to be aware that Psychiatric Wellness Center uses a professional medical biller/coder to bill insurance companies. This professional does have access to necessary protected health information needed to complete billing tasks. This professional is HIPAA trained and follows all rules and regulations of HIPAA.

In legal proceedings, the courts usually respect your rights to confidentiality in the therapeutic relationship, and your provider is ethically bound to protect that right when testifying in legal or administrative proceedings. However, a judge could court order your provider to testify in certain situations, such as a contested custody proceeding in a divorce and, under these circumstances, we must do so.

- If a government agency is requesting the information for health oversight activities, your provider may be required to provide it.
- If a patient files a lawsuit against the provider, your provider may disclose relevant information regarding the patient in order to defend themselves.

It is our practice, whenever possible, to discuss any imminent breaches of confidentiality with you before taking any action and your provider will limit my disclosure to the minimum necessary. It is our practice to consult with colleagues within the practice regarding clinical matters. Full confidentiality, therefore, cannot be maintained within our group of nurse practitioners although the information shared is only the minimum necessary for the consultation or to insure effective clinical intervention. If you know someone within the practice in a nonprofessional capacity, please inform your provider right away. Your treatment will not be discussed with, or in the presence of, that person.

To prevent bias in therapy, your provider will not see multiple family members. It is your responsibility to inform your provider if any of your family members or anyone in your household is obtaining services from your provider. If your provider finds out that they are treating one of your family members or someone in your household, you will be referred to another provider in our clinic, however if this can not be accommodated you will be referred to another mental health clinic.

PROFESSIONAL RECORDS

Your provider is required to keep appropriate records of services provided. Your records are maintained in a secure location in the office and within a secure electronic medical record. Your provider keeps brief records noting that you were here, your reasons for seeking treatment, the goals and progress, you and your provider set for treatment, your diagnosis, topics discussed, your medical, social, and treatment history, records received from other providers, copies of records sent to others, and your billing records. Except in unusual circumstances that involve danger to yourself, you have the right to a summary of your file. Because these are professional records, they may be misinterpreted and / or upsetting to untrained readers. For this reason, it is

recommend that you initially review them with your provider, or have them forwarded to another mental health professional to discuss the contents. You also have the right to request that a copy of your file be made available to any other health care provider at your written request.

Requesting Records:

Per the Health Insurance Portability and Accountability Act, patients have a right to their medical records upon request. Generally, the Privacy Rule applies uniformly to all protected health information, without regard to the type of information. One exception to this general rule is for psychotherapy notes, which receive special protections. The Privacy Rule defines psychotherapy notes as notes recorded by a health care provider who is a mental health professional documenting or analyzing the contents of a conversation during a private counseling session or a group, joint, or family counseling session and that are separate from the rest of the patient's medical record. Psychotherapy notes do not include any information about medication prescription and monitoring, counseling session start and stop times, the modalities and frequencies of treatment furnished, or results of clinical tests; nor do they include summaries of diagnosis, functional status, treatment plan, symptoms, prognosis, and progress to date. Psychotherapy notes also do not include any information that is maintained in a patient's medical record. See 45 CFR 164.501.

Psychotherapy notes are treated differently from other mental health information both because they contain particularly sensitive information and because they are the personal notes of the therapist that typically are not required or useful for treatment, payment, or health care operations purposes, other than by the mental health professional who created the notes. Therefore, with few exceptions, the Privacy Rule requires a covered entity to obtain a patient's authorization prior to a disclosure of psychotherapy notes for any reason, including a disclosure for treatment purposes to a health care provider other than the originator of the notes. See 45 CFR 164.508(a)(2). A notable exception exists for disclosures required by other law, such as for mandatory reporting of abuse, and mandatory "duty to warn" situations regarding threats of serious and imminent harm made by the patient (State laws vary as to whether such a warning is mandatory or permissible). For more information: <https://www.hhs.gov/hipaa/for-professionals/special-topics/mental-health/>

If you require records, our clinic requires a written request with two weeks notice, and picture identification. Patients will be billed for copies 15 cents per page and must pick them up in the office. Patient must pick up their records and may not send a proxy as they must show their identification. Per HIPAA, patient records will include: medication prescription and monitoring, counseling session start and stop times, the modalities and frequencies of treatment furnished, or results of clinical tests; nor do they include summaries of diagnosis, functional status, treatment plan, symptoms, prognosis, and progress to date.

GUARDIANS & CONSERVATORS OF INCAPACITATED PERSONS

The Psychiatric Wellness Center follows the New Hampshire Statutes Related to Health Information Privacy, specifically RSA 464-A:25 "I. A guardian of an incapacitated person has the following powers and duties, except as modified by order of the court:... (d) A guardian of the person may give any necessary consent or approval to enable the ward to receive medical or

other professional care, counsel, treatment, or service or may withhold consent for a specific treatment, provided, that the court has previously authorized the guardian to have this authority, which authority shall be reviewed by the court as part of its review of the guardian's annual report. No guardian may give consent for psychosurgery, electroconvulsive therapy, sterilization, or experimental treatment of any kind unless the procedure is first approved by order of the probate court. (e) If a ward has previously executed a valid living will, under RSA 137-J, a guardian shall be bound by the terms of such document, provided that the court may hold a hearing to interpret any ambiguity in such document. If a ward has previously executed a valid durable power of attorney for health care, RSA 137-J shall apply.

CONTACTING PROVIDER

Your provider is often not immediately available by telephone or patient portal. Please be aware that the patient portal is not used for any imminent or life threatening matters. Your provider does not answer their phone when they are with other patients or otherwise unavailable. At these times, you may leave a message on their confidential voice mail and your call will be returned as soon as possible, but it may take 2 business days for non-urgent matters. If for any number of unseen reasons, you do not hear from your provider or your provider is unable to reach you, and you feel you cannot wait for a return call or if you feel unable to keep yourself safe, 1) contact the Mental Health Center of Greater Manchester 603- 668-4111 and ask for Emergency Services, 2) go to your Local Hospital Emergency Room, or 3) call 911. Your provider will make every attempt to inform you in advance of planned absences, and provide you with the name and phone number of the provider covering the practice.

CONSENT TO TREATMENT

Your signature below indicates that you have received, read and understand the policies described in this Informed Consent and agree to the terms and conditions therein.

By signing this form, I consent to and authorize the providers at the Psychiatric Wellness Center including: Meredith Hogarty, PMHNP-BC and Amanda Sadat, PMHNP-BC to treat me. My signature below indicates that I have read and understand this Agreement. I understand that my provider is able to explain the purpose of these procedures and treatment, and I recognize that I have the right to refuse the recommended treatment. I am aware that this agreement may be evoked, in writing, at any time.

Patient Signature

Patient Name (Print)

Date