

Notice to Clients and Consent to Assessment and Treatment Agreement

To Clients:

The Board of Mental Health Practice regulations, including the Mental Health Bill of Rights, require all licensed mental health professionals to provide clients certain basic information. Also, to avoid confusion or misunderstandings, I am providing additional information about my practice for your review and agreement. Please read it carefully and discuss any questions you have before signing below.

1. License and Code of Ethics

I am a licensed psychologist, governed by the Code of Ethics of the American Psychological Association. My license is in the state of New Hampshire. The code of ethics is available at <http://www.apa.org/ethics/code/>. I will provide information regarding my training, qualifications and experience at the initial meeting and upon request.

2. Qualifications and Scope of Practice

I received my Doctorate in Clinical Psychology Degree in 2009 from Immaculata University. My practice includes treatment of anxiety disorders and Attention Deficit/Hyperactivity Disorder (ADHD). I received training in treatment, supervision and consultation of anxiety disorders at the Center for Treatment and Study of Anxiety at the University of Pennsylvania Perelman School of Medicine. I received training in treating ADHD, including parent management training at the Children's Hospital of Philadelphia, Center for the Management of ADHD.

I am a cognitive-behavioral therapist. This therapy requires clients to be active, both during and between sessions. You will be asked to consider new perspectives and practice new behaviors. Please note that successful psychotherapy involves a commitment of time, energy and money and a willingness to implement interventions under the guidance of your therapist.

During our first 3-4 sessions, I will be getting to know you and evaluating your needs. If I feel that you would be better served by someone else, I will discuss this with you either during the initial session (if it is apparent at that time), or during a feedback session. If you would rather not work with me, I would be happy to give you the names of other mental health professionals.

3. Mental Health Bill of Rights

Pursuant to the New Hampshire Mental Health Bill of Rights, clients have certain rights. A copy of the Mental Health Bill of Rights is included here, on my website and posted in my office. Please review the bill of rights carefully and let me know if you have any questions.

4. Diagnosis and Recommended Treatment

As part of your treatment, I will discuss your diagnosis and my proposed treatment plan including my estimated length of therapy.

During our first 3-4 sessions, I will be getting to know you and evaluated your needs as well as my ability to meet those needs. The first session will focus mostly on history and current situation. The following sessions, may include structured assessments to determine the severity of your presenting

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problem. If at any time, I feel your needs are better served by someone else or a different level of care, I will discuss it with you, make recommendations and provide a referral.

You may experience uncomfortable feelings at times. On the other hand, experiencing these uncomfortable feelings and learning to tolerate distress can have long term benefits and can result in overall reductions in levels of distress.

You should be aware that there are alternative types of services than those being offered by me. You may prefer to get counseling from someone other than me. You also have the choice not to obtain counseling services. There are risks and benefits associated with alternatives and with not pursuing any counseling. To the extent that you are interested in alternatives, you should discuss this with me. I would be happy to give you the names of other mental health professionals who might meet your needs.

5. Appointments

Please arrive promptly for all appointments. Therapy sessions are 45-50 minutes long. Double sessions are 90 minutes. Evaluations are typically 90 to 120 minutes. Dr. Ohr's fees are \$195 per therapy hour. Evaluations are typically 2 therapy hours and therefore may cost up to \$390. Certain types of therapy may include home visits. An extra fee may be charged for home visits and travel. If this is a hardship for you, please discuss the fee with me as I have a number of sliding scale/reduced fee slots. Payment is due by check or cash at the time of your visit. If you wish to pay by credit card, Dr. Ohr participates in a HIPAA compliant payment system.

6. Cancellations

Once a given time is allocated for a session, another client cannot easily fill this time slot on short notice. If you must cancel your appointment, please contact Dr. Ohr as soon as possible. You will be charged the full fee for appointments that are scheduled and missed or cancelled with less than 48 hours' notice unless we both agree that your situation was fully beyond your ability to predict or control (illness or unsafe travel conditions). Please note that payment for missed appointments is not reimbursed by your insurance provider. Repeat cancellations, even with notice, will be discussed, and might signal the need to end therapy.

7. Confidentiality

Under New Hampshire law, communications between clients and a licensed psychotherapist are privileged and confidential and may not be disclosed without the specific authorization of the client except under specific, limited circumstances. For example, the privilege does not apply in a civil commitment proceeding in which the issue is whether the individual is a danger to self or others or when a client is seeking treatment related to a worker's compensation claim. Records may also be subject to audit by regulatory authorities. Also, reporting laws create exceptions.

In most situations, I can only release information about your treatment to others (teachers, primary care doctors, other professionals working with you) if you sign a written Authorization form. You will have the option to either give or decline consent.

There are 4 specific situations covered separately by your signature on this Agreement:

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- Periodic consultation with mental health colleagues, all of whom are legally bound to maintain confidentiality. During these case reviews, every effort will be made to avoid revealing your child's name/identity.
- Communication with your insurance company, at your request. The information I submit pursuant to your claims will become part of the insurance company's files, which I have no control over.
- Communication for protection. If you threaten to harm yourself, I may be obligated to contact family members or others who can help provide protection.

There are some situations where I am permitted or required to disclose information without your consent:

- Court order. If you are involved in a court proceeding and a request is made for information concerning your child's treatment, I will not disclose that information without your consent, unless there is a court order to do so.
- Health oversight activities. If a government agency requests information for health oversight activities, I may be required to provide it.
- Legal complaint. If you file a complaint or lawsuit against me, I may disclose relevant information in order to defend myself.

If such situations arise, I will make every effort to fully discuss them with you before taking action, and I will limit my disclosure to what is necessary.

It is important that we discuss any questions or concerns you may have about confidentiality. Please feel free to bring these up with me.

8. Reporting Requirements

Among the exceptions to confidentiality are New Hampshire reporting laws which require licensed psychotherapists to report to the appropriate authorities' certain types of conduct. For example, any person who suspects a child or incapacitated adult has been abused, neglected, or exploited must report to state authorities. Licensed psychotherapists are required to warn the police or likely victims of client's "serious threat of physical violence" to a person or property. There are also other reporting laws.

9. Minors

FOR PARENTS

Generally, the treatment of a minor (under the age of 18) must be authorized by a parent or someone else with legal authority. Parental control over a minor's treatment includes parents without residential responsibility for a child retain decision making authority over the child's treatment and treatment records unless a court has ordered otherwise. When parents with decision-making authority cannot agree on access to or release of their child's confidential treatment information, a court will decide following a hearing.

Consistent attendance is very important for effective therapy. I will schedule follow up sessions directly with your child. It is your responsibility to check in with your child or Dr. Ohr to know when the next scheduled therapy session takes place. Dr. Ohr does her best to schedule all therapy sessions at a consistent day and time each week.

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I believe it is best to identify and resolve potential parental agreements before treatment begins. Therefore, it is my policy to treat minors only with the consent of both parents, to the extent both are available. If both are available but cannot reach agreement about treatment and access to records, it is the responsibility of the parents to resolve their differences through a court hearing prior to instituting treatment.

If one parent is unavailable and we determine that it is appropriate to proceed with the consent of only parent, the absent parent will have the right to the child's treatment records upon request while the child is a minor unless there is a court order to the contrary. If the continuation of treatment becomes an issue, it is the responsibility of the parents to resolve the disagreement in court.

In New Hampshire, all information regarding your child's therapy file is considered privileged and therefore can only be released in limited circumstances. If there is a dispute about whether your child's privileged records should be released, the court must determine what is in the child's best interests. It is your responsibility to ensure that this issue is brought to the court's attention. As your child's therapist, I will be unable to provide therapy files or information to anyone until the court has determined what is the child's best interest.

Upon turning 18, the child gains control over treatment, information and records.

FOR MATURE MINORS

Because you are a minor (under the age of 18), I cannot treat you without parental consent. Parental control over your treatment includes the right to access and release your medical records.

In very limited circumstances, a minor may prevent parental access to treatment records through a court hearing. In the event, you object to either parent having access to your treatment records, I encourage you to raise this issue with your other parent or with a guardian ad-litem, if one has been appointed.

10. Conflicts of Interest

New Hampshire is a small state. From time to time, actual or potential conflicts of interest may arise. In the event that I become aware of a conflict of interest in providing treatment to you, I may be required to refer you to another therapist. Regardless of the existence of conflict of interest, you can be assured that any information will remain confidential.

11. Couples

Treatment records of couples sessions contain information about each person. Both clients should be aware that either person has a right to obtain treatment records. If one of you requests your records, it is my policy to notify the other member of the couple and to afford that individual an opportunity to receive a copy of the records as well.

12. Court Ordered Treatment

If you are seeing me due to a court order requiring you to seek treatment, it is my policy that we not proceed with treatment until I have received a copy of the court order and have had the opportunity to review it. Because you have been ordered by the court to obtain treatment, there are limits to

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confidentiality in addition to ones described in the paragraph entitled, Confidentiality. For example, I may be obligated to file a report with the court that ordered you to seek treatment or with someone else.

13. Group Therapy

Unlike individual treatment, confidentiality of group therapy is not privileged, and therefore not protected by law. Group members must sign and abide by a written confidentiality agreement prior to participating in the group. Clients with concerns about confidentiality should discuss them prior to beginning treatment.

14. Professional Boundaries

Licensed psychotherapists are obligated to establish and maintain appropriate professional boundaries (relationships) with present and past clients (and, in some cases, client's family members). For example, therapists should not socialize or become friends with clients and should never become sexually involved with a client.

15. Concerns or Complaints

If you have any complaints about the treatment you have received or about billing, you should not hesitate to raise them with me. You may also contact the New Hampshire Board of Psychologists, 121 South Fruit Street, Suite 303, Concord NH 03301, 603-271-6762.

16. Cost of Professional Services

My billing rate is listed below, due in full at time of service.

Therapy hour (45-50 minutes)	\$195
Missed appointments	\$195 (see above)
Off-site meetings/consultations (in home visits)	\$225/hour
Travel	\$195/ hour
Phone calls > 15 minutes	\$195 (prorated)/hour
Report writing	\$195/hour
Records Copying	\$25
Anything related to legal matter	\$335/hour
Overdue invoice by 30 days or more	\$25

I am not an in-network provider and do not accept payment directly from insurance companies. If you would like to use your out-of-network benefit, I can provide you with an itemized receipt, which you can use to submit a claim. It is your responsibility to determine the limits of your insurance and to secure whatever authorizations might be needed.

If you are unable to pay in full at the time of each appointment and you need to work out alternative payment arrangements (paying over time), please discuss with me and we can develop an agreement that works for both. A \$25 late fee will be assessed for all appointments overdue by 30 days or more.

I reserve the right to collect any and all unpaid fees, including the use of a collection agency and/or small claims court. If this becomes necessary, you will be responsible for any costs incurred (typically and additional 35% of the amount owed).

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At times, telephone contact is necessary between sessions when issues arise or a crisis occurs. Clients are encouraged to keep telephone contacts brief, if possible, and to address treatment issues during your regularly scheduled therapy session. **Telephone calls exceeding 15 minutes will be prorated according to the regular session fee. This charge is not reimbursed by your insurance provider.**

Email and Text Communication

If you choose to email me from your personal email account or by text, please limit the contents to issues such as cancellation or change in appointment time. Email and text messages are not guaranteed confidential. If you choose to communicate with me this way, you do so understanding that I cannot guarantee that these modes of communication are confidential.

17. Limits of Service

Unless specifically agreed to otherwise, my role is to provide psychotherapy services, not to assess fitness for custody, serve as an advocate on other issues, or act as an expert witness.

18. Limits of Availability for Emergency Coverage

If you need to speak with me between sessions to alert me of an emergency, please call 603-828-9228. Your call will be returned as soon as possible. Messages are checked daily (but never during the night time) and less frequently on weekends and holidays.

If an emergency requires immediate attention, you agree to call the **National Suicide Hotline at 800-784-2433** or call 911, contact a crisis hotline, or go to a hospital emergency room.

19. Professional Records

I maintain a file for each client or set of clients. This includes intake, diagnosis, treatment plan, billing, consent to treatment, treatment notes, discharge summary, and any other written or electronic information I received from or about the client. Treatment notes include the date and time of each session and a brief summary of key facts and issues discussed as well as treatment recommendations. The client (or parent if under 18) is entitled to a copy of the record for a fee which covers the copying and administrative costs. If you wish to see a copy of your records, I recommend that you review them with me so that we can discuss the content.

20. Managed Care

Dr. Ohr is not a participating provider in managed care. Most managed care companies limit the number of sessions which will be fully or partially reimbursed. Clients are encouraged to communicate directly with your managed care company about such limitations before starting treatment. Any concerns about the confidentiality of managed care should also be directed to the managed care company. You should be aware of potential risks of written diagnosis being submitted to your managed care company.

21. Electronic Communications

I cannot guarantee the confidentiality of electronic communications. If you do not consent to electronic communications, please inform me immediately, before beginning treatment. Please refrain from sending communications about treatment issues electronically.

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Signature Page

My signature below indicates that, I have read and been given the opportunity to ask questions about the Dr. Ohr's **Notice to Clients and Consent to Assessment and Treatment Agreement** and that my questions have been answered to my satisfaction. I am aware that I can ask questions at any time I have a right to have my questions answered to my satisfaction.

Signature of patient

Date

Signature of parent or guardian Name of patient (13 years or younger)

Signature of parent or guardian Name of patient (13 years or younger)

Elizabeth Ellis Ohr, Psy.D./Date

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Notice of Mental Health Bill of Rights (Mhp 502.2)

This mental health Bill of Rights is provided by law to persons receiving mental health services in the State of New Hampshire. Its purpose is to protect the rights and enhance the wellbeing of clients by informing them of key aspects of the clinical relationship. As a client of a New Hampshire Mental Health Practitioner, you have, without asking, the right:

1. To be treated in a professional, respectful, competent and ethical manner with all applicable state laws and the professional ethical standards of psychologists as specified by the American Psychological Association.
2. To receive full information about your treatment provider's knowledge, skills, experience and credentials.
3. To have the information you disclose to your mental health provider kept confidential within the limits of state and federal law. Communications between mental health providers and clients are typically confidential, unless the law, or your insurance company, requires their disclosure. Mental health providers will inform you of the legal exceptions to confidentiality, and should such an exception arise, will share only such information as required by law. Examples of such include, but are not limited to:
 1. abuse of a child;
 2. abuse of an incapacitated adult;
 3. Health Information Portability and Accountability Act (HIPAA) regulation compliance;
 4. certain rights you may have waived when contracting for third party financial coverage;
 5. orders of the court;
 6. significant threats to self, others or property.
4. To a safe setting and to know that the services provided are effective and of a quality consistent with the standard of care within each profession and to know that sexual relations between a mental health provider and a client or former client are a violation of the law (RSA 330-A:36).
5. To obtain information, as allowed by law, pertaining to the mental health provider's assessment procedures and mental health diagnoses (RSA 330-A2 VI).
6. To participate meaningfully in the planning, implementation and termination or referral of your treatment.
7. To documented informed consent: to be informed of the risks and benefits of the proposed treatment, the risks and benefits of alternative treatment, and the risks and benefits of no treatment. When obtaining informed consent for treatment for which safety and effectiveness have not been established, therapist will inform their clients of this and of the voluntary nature of their participation. In addition, clients have the right to be informed of their rights and responsibilities, and of the mental health providers practice policies regarding confidentiality, office hours, fees, missed appointments, billing policies, electronic communications, managed care issues, record management, and other relevant matters except as otherwise provided by law.
8. To obtain information regarding the provision for emergency coverage.
9. To receive a copy of your mental health record within 30 days upon written request (except as otherwise provided by law), by paying a nominal fee designed to defray the administrative costs of reproducing the record.
10. To know that your mental health provider is licensed by the State of New Hampshire to provide mental health services.
 1. You have the right to obtain information about mental health practice in New Hampshire. You may contact the NH Board of Psychologists for a list of names, addresses, phone numbers and websites of state and national associations.
 2. You have the right to discuss questions or concerns about the mental health services you receive with your provider.
 3. You have the right to file a complaint with the NH Board of Psychologists.
 4. A licensee shall post a copy of the above mental health bill of rights in a prominent location in the office of the mental health practitioner and provide a copy upon request.
 5. A licensee shall provide a copy of the mental health bill of rights to the client and/or agency if the assessment, consultation or intervention is provided outside the office.