



# Eberhart Counseling

Ellen Eberhart, LCMHC, MLADC

## The Clinical Relationship

I am a Licensed Clinical Mental Health Counselor and Master Licensed Alcohol and Drug Counselor. The New Hampshire Board of Mental Health Practice and the New Hampshire Board of Licensing for Alcohol and Other Drug Use Professionals require all mental health professionals to provide clients with basic information. Please take the time to read this information carefully and make note of any questions or concerns. At your first session we will review this information and you will be asked to agree to these policies in writing. You may request a copy of these documents at any time for your records and future reference.

As your clinician I will answer any questions regarding my professional credentials as well as your diagnosis. If you wish, you may have access to clinical assessment results and treatment recommendations as provided by legal and professional guidelines. Eberhart Counseling does not provide 24 hour emergency service coverage to clients. If you feel your personal safety is threatened and immediate action is required, call 911, 866 or your local emergency service number or go directly to your local emergency room.

## Privacy Practices

Communication between client and therapist is strictly confidential. In order for therapy to be effective the client must feel assured that he/she is respected and that all communication between a client and his/her therapist is privileged and may not be disclosed without authorization of the client. All communications between a licensed mental health professional in the State of New Hampshire and his/her clients are privileged, and communication will not be disclosed except for the following provisions:

- (1) If the client requests and agrees in writing to such disclosure;
- (2) As professionals we are required to report to state authorities any instances of reported, observed, and/or suspected abuse of children, the elderly, or handicapped adults;
- (3) Under provisions of NH law (RSA 330-A; 22), therapists have a duty to "warn of, or take reasonable precautions to provide protection from a client's violent behavior when the client has communicated to the mental health professional a serious threat of physical violence against a clearly identified or reasonably identifiable victim or victims, or a serious threat of substantial damage to real property." Every reasonable effort will be made to communicate a threat to the victim(s), the local police department or to "obtain civil commitment of the client to the state mental health system." This also applies to incidents of possible harm to self. If such efforts are made, the mental health professional is not liable for any legal action for having broken the privacy or confidentiality of the therapist-client relationship;

(4) Should a Court Order require such disclosure;

(5) State regulatory agencies (e.g., New Hampshire Board of Mental Health Practice) have a legal right of access to client records when and if a question of professional misconduct is raised;

(6) If the individual receiving treatment is under eighteen years of age, treatment must be authorized by a parent or guardian (with limited exceptions). It is preferable to undertake treatment only with the consent of both parents. If it is determined that it is appropriate or necessary to proceed with therapy with only one parent providing consent, the non-signing parent still has a legal right to a copy of the minor's record if requested unless his/her parental rights have been terminated or there is a Court Order prohibiting him/her from receiving records. Please be aware that the law also provides parents the right to examine such treatment records. It is policy to request an agreement from parents that they agree to give up access to the adolescent's records and/or provide them only with general information about our work together, unless we were to believe there is a high risk for serious harm to themselves or another. In such a case, we would notify parents of our concern(s). Before giving parents any substantial information, the therapist would discuss the matter with the adolescent if possible.

(7) Lastly, treatment records of a couple's therapy sessions contain information about each person. Both clients should be aware that either person has a right to obtain treatment records unless both persons 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's Order. In the case of couple treatment, each person is requested to initial the appropriate box below to indicate how they would like this issue handled:

\_\_\_ \_\_\_ I understand and agree that records shall only be released with the joint consent of both partners.

#### Privacy Practices and HIPAA

The Health Insurance Portability and Accountability Act (HIPAA) is a new federal law that provides privacy protections and new patient rights with regard to the use and disclosure of your Protected Health Information (PHI) for purposes of treatment, payment, and health care operations (that is, your case file). HIPAA requires you be provided with this Notice of Privacy Practices for use and disclosure of PHI for such treatment, payment, and health care operations.

Protected Health Information may not be used or disclosed in violation of the HIPAA Privacy Rule (45 CFR parts 160 and 164) (the "Privacy Rule"), or in violation of state law. As a clinician, we are permitted, but not mandated, under the Privacy Rule to use and disclose PHI without patient consent or authorization in certain circumstances. However, state or federal law may supersede, limit, or prohibit these uses and

disclosures. Such permitted uses and disclosures of PHI include: Those made to the patient, for treatment, payment, or health care operations purposes, or as authorized by the patient; those related to or made pursuant to reporting on victims of domestic violence or abuse (as required by law), Court orders, Worker's Compensation laws, serious threats to health or safety, government oversight (including disclosures to a public health authority, coroner or medical examiner, military or veterans' affairs agencies, an agency for national security purposes, law enforcement). We use and disclose PHI only as permitted by the Privacy Rule and in accordance with state or federal law.

The law also requires that your signature be obtained, acknowledging that you have been provided with this information. Although these documents are long and sometimes complex, it is very important that you read them carefully. You can discuss any questions you have about the procedures upon meeting with your therapist. When you sign this document, it will represent an agreement between yourself and your clinician. You may revoke this Agreement in writing at any time. That revocation will be binding unless action has already been taken in reliance on it or if there are obligations imposed on Eberhart Counseling by your health insurer in order to process or substantiate claims made under your policy.

You should be aware that, pursuant to HIPAA, your clinician will keep Protected Health Information about you in two sections of the professional record. One set constitutes your Clinical Record. It includes information about your reasons for seeking therapy, description of the ways in which your problem impacts your life, diagnosis, goals for treatment, your progress towards these goals, medical and social history, treatment history, any past treatment records that were received from other providers; as well, reports of any professional consultations, your billing records, and any reports that have been sent to anyone, including reports to your insurance carrier.

In addition, your clinician may also keep a set of Psychotherapy Notes; some therapists do not maintain such. These Notes are for their own use and are designed to assist in providing you with quality treatment. While the contents of Psychotherapy Notes vary from client to client, they can include the contents of conversations with your therapist. They also contain particularly sensitive information that you may reveal that is not required to be included in your Clinical Record. These Psychotherapy Notes are kept separate from your Clinical Record. While insurance companies can request and receive a copy of the Clinical Record, they cannot receive a copy of your Psychotherapy Notes without your signed Authorization.

HIPAA also provides you with several new or expanded rights with regard to your Clinical records and disclosures of Protected Health Information. These rights include requesting that your clinician amend your record; requesting restrictions on what information from your Clinical Records may be disclosed to others; requesting an accounting of disclosures of Protected Health Information that you have neither consented to or authorized; determining the location to which protected information disclosures are sent; having any complaints you make about Eberhart

Counseling or the clinician's policies and procedures recorded in your records; and the right to a paper copy of the Agreement, the attached Notice form, and Eberhart Counseling privacy policy and procedures. Your clinical record will be confidentially treated and maintained as required by law. We have established guidelines within this practice for clinical record management should death or disability of the clinician occur.

Further, it is our understanding that insurance companies cannot require your authorization as a condition of coverage nor penalize you in any way for your refusal. You may examine and/or receive a copy of both sets of records if you request it in writing. Because these are professional records, they can be misinterpreted and/or upsetting to untrained readers. For this reason, it is recommended that you initially review them in the clinician's presence or have them forwarded to another mental health professional so you can discuss the contents with such assistance. There is a charge of \$.50 per page for requests to copy records.

### Questions and Complaints Related to Privacy Rights

You may ask questions or complain if you believe we have violated your privacy rights. You may file a complaint with us by notifying the privacy officer or you may send a written complaint to the Secretary of Health and Human Services.

### Financial Policies:

#### Fees

Fees apply to regular face-to-face sessions of approximately 55 minutes with clients in the office. Your initial session may be up to 60 minutes to allow us ample time to review policies, gather information and discuss how you envision counseling assisting you at this time.

Session Fee \$150  
Couples/Family \$150  
Group Therapy (per session) \$ 75  
Substance Use Assessments \$ (to be determined by  
counselor at initial session)

Fees will be adjusted accordingly for longer or shorter sessions (except as noted in the Late Arrivals section). For clinical services outside the office, preparation of written documentation, or for special programs, workshops, or other training, you agree to compensation at the rate of \$100 per hour. Please note that health insurance providers do not cover such services.



Eberhart Counseling  
Ellen Eberhart, LCMHC, MLADC

### Payment Policies

As of June 1, 2024, I will no longer be accepting insurance. You will be expected to pay for each session at the time of service. I suggest you make out your check before each session, Venmo me or arrange to have a card on file so that our time will be focused on your needs.

Payment must be made in the form of cash, epayment, check, or credit card. If you fail to make two payments in a row, services will be suspended until the balance is paid in full or other payment arrangements are made.

### Telephone and Email Consultations

Brief, routine contacts of up to 5 minutes will not be charged. Of course there is no charge for calls regarding coordination of appointments. At times you may request a telephone consultation and a fee will be charged, prorated for the time needed. If you feel that you will require frequent telephone contact in addition to your regularly scheduled session time, then I may not be the appropriate mental health provider for you. I can assist you with a referral to a counseling agency that is better equipped for offering clients more intensive levels of care.

### Cancellation Policies and Missed Appointments

For counseling to be the most beneficial, it is important that clients attend all scheduled sessions. Please give at least 24 hours notice if you must cancel your scheduled appointment for any reason. I will work with you to find an alternate time for your session.

My policy is to charge for any missed session not canceled with 24-hour notice. The fee for sessions not canceled with at least 24-hour notice is \$100. This applies to weather situations as well. Please note that insurance and managed care companies will not pay for sessions that you miss.

While certainly none of the above concerns may ever occur, we must make each client aware of the nature and limits of clinical and business policy procedures. This form with your signature will signify that you have been duly informed of and agree to our business and clinical policies, the Mental Health Bill of Rights, and HIPPA requirements and rights as described in this document.



**Eberhart Counseling**  
Ellen Eberhart, LCMHC, MLADC

\_\_\_\_\_  
Client Signature

\_\_\_\_\_  
Therapist Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date

Client has received a copy of the Mental Health Bill of Rights