



**Neuropsychology & Concussion Management Associates, LLC (NCMA)
Therapy Services Agreement and Consent Form**

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This document contains information about our professional services and business policies. It also provides information about the Health Insurance Portability and Accountability Act (HIPAA), a federal law that provides certain privacy protections and patient rights regarding the use and disclosure of your Protected Health Information. HIPAA requires that we provide you with a Notice of Privacy Practices; this is available to you at www.NCMAMaine.com and in our waiting room and from our office staff. We will mail it to you on request. In order to provide services to you, we require your signature acknowledging that we have provided you with access to this information and that you have given your informed consent to the services and the practices described in this document. When you sign this document, it will represent an Agreement between us. You may cancel this Agreement in writing at any time. That cancellation will be binding except 1) to the extent that we have already taken action in reliance on it, 2) if there are obligations imposed on us by your insurance in order to process or substantiate claims made under your policy, and 3) if you have not satisfied financial obligations already incurred.

Psychological Services:

Therapy is a relationship between clinician and client that works in part because of clearly defined rights and responsibilities carried by each person. As a client in psychotherapy, you have certain rights and obligations that are important for you to understand. There are also legal limitations to those rights. Your mental health therapist also has corresponding responsibilities to you. These rights and responsibilities are described in the following sections.

As part of your treatment, I will discuss clinical impressions and my proposed treatment plan. Clients typically have weekly sessions that can be increased or decreased in frequency as needed. The proposed length of treatment can also vary, depending on several factors. A standard psychotherapy session is 45-50 minutes in length.

You should be aware that there are probable benefits and risks to psychotherapy. Therapy includes discussing difficult feelings and areas of life which may lead to feelings of shame, guilt, anger, grief, loneliness, or vulnerability. In turn psychotherapy has been shown to help clients experience relief from depression and anxiety, increase confidence, improve decision-making skills, and lead to managing stress more effectively.

There are alternative types of therapy services to those offered by me. And of course, one option is to not obtain any psychotherapy services. There are risks and benefits associated with alternative therapies along with not pursuing any counseling. We can have a discussion regarding your interest in alternative therapies in order to find the best option for you. We can also revisit your options and preferences at any time during therapy.

Qualifications and Scope of Practice:

I am pursuing independent licensure to become a Licensed Clinical Mental Health Counselor in New Hampshire. Part of the licensing process involves 2 years of supervision after successfully completing a CACREP accredited master's program. I earned a Bachelor of Science in Neuroscience and Behavior from the University of New Hampshire in 2016. After completing my undergraduate degree, I spent several years as a neuropsychological testing technician. As a technician I gained experience working with clients across the lifespan with a variety of different mental and physical diagnoses. In addition to broad neuropsychological testing assessments, I participated operationally and clinically in targeted clinics for ADHD, ASD, and Mood & Personality Disorders.

I received my Master of Arts in Clinical Mental Health Counseling in the year 2022 from Southern New Hampshire University. The scope of services I provide includes outpatient individual therapy, neurocognitive rehabilitation, and social skills group therapy. Information regarding the following is available at any time upon request: nature and scope of my practice; my professional education, qualifications, and experience.

Code of Ethics:

As a master's educated therapist, pursuing licensure as a Clinical Mental Health Therapist, I am under the supervision of Lynn M. Kegley, LICSW and Dr. Rachel Orr, PsyD. I am governed by the American Mental Health Counselor Association. A copy is available upon request.

Termination:

Concluding therapeutic relationships can be challenging. It is important to have a termination process to achieve some sense of closure. The appropriate length of termination is dependent on the length and intensity of treatment. The termination process could include a discussion with you which may be due to psychotherapy not being an effective treatment or if there is a default on payment. The therapeutic relationship will not be terminated without first discussing and investigating the reasons and purpose of terminating. If therapy is terminated for any reason or if you request another psychotherapist, I will provide a list of qualified professionals to treat you. You may also choose a different psychotherapist on your own or from another referral source.

Confidentiality:

Under New Hampshire law, communication between a client and psychotherapist is privileged (confidential) and may not be disclosed without the authorization of the client or client's legal guardian except under specific, limited circumstances. For example, client information may be shared with others only with written permission, through a court order or when otherwise required by law. Records may also be subject to audit by regulatory authorities or third-party payers. Your file contains information about our work including an initial clinical assessment, progress notes, treatment plan(s), and other relevant information. You have the right to have access to and review your record upon request.

At times, it may be appropriate to discuss your case with my supervisors as part of my supervision or in case consultation with my colleagues. Both of my supervisors and colleagues are legally bound to

confidentiality. By signing this document, you are acknowledging that you understand that I may discuss your case with my supervisors and colleagues, and you do not object to doing so.

Exceptions to Confidentiality:

There are situations in which a psychotherapist is required by law to protect you and others from harm, even though it requires disclosing information about a client's treatment. These include:

- Should I suspect that a child, elder, or incapacitated adult is being abused, neglected or exploited, a report will be filled with the appropriate protective agency.
- Should I believe that an individual is threatening bodily harm to themselves or another person or communicating a serious threat of substantial damage to property, protective action may be required. This action would include informing the potential victim(s), notifying the police, and/or seeking an involuntary admission to the hospital.
- Should a governmental agency, such as the Department of Health and Human Services, request information for health oversight activities, NCMA may be required to provide it.
- Should a complaint of lawsuit be filed against a therapist, a therapist's supervisor, or NCMA, the therapist or NCMA may disclose relevant client information to defend against such action.

Minors-For Parents:

Generally, the treatment of an individual under the age of 18 years old, must be authorized by a parent of someone with legal authority. Parental control over a minor's treatment includes the authority to access or release the child's otherwise confidential records. Even 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 or release of their child's confidential treatment information, a court will decide following a hearing. 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, or otherwise, prior to instituting treatment.

If one parent is unavailable and we determine that it is appropriate to proceed with the consent of only one parent, the absent parent will have a 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 continuation of treatment becomes an issue, it is the responsibility of the parents to resolve the disagreement in court. 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 their right to access and release your medical records. In very limited circumstances, a minor may prevent parent 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 the issue with the other parent or with a guardian ad-litem if one has been applied.

Social Media:

This policy is relevant for various social media such as, but not limited to the following: Facebook, Blogs, Youtube, Instagram, Google, Snapchat, TikTok, texting, and personal email. These policies are in place to protect your privacy and to maintain those boundaries necessary for a safe and clear therapeutic relationship. Below is a list of these policies. Please ask me to clarify if you have any questions about these policies.

Clients have a right to privacy in their personal life. You have the right to decide what information you will share in session, and I will not pursue information about you outside of sessions via any social media technology. If you wish to share information with me via social media for therapeutic purposes, it will be viewed in session and only at your request. Please respect my privacy and refrain from seeking out personal information about me (for example, about family and friends).

If I have reason to believe that you are in imminent and serious danger of harming yourself or others, the internet may be used to locate you or your immediate family to inform them of these safety concerns. These cases are rare and will be followed by a session discussion of the event.

I will not follow, friend, text, comment, or fan any current or former client's social media venues. Due to the importance of your confidentiality and the importance of minimizing dual relationships, I also do not accept friend or contact requests from former or current clients on any social networking site (Facebook, LinkedIn, etc.). I believe that adding clients as friends or contacts on these sites can compromise your confidentiality and our respective privacy. It may also blur the boundaries of our therapeutic relationship. If you have questions about this, please bring them up when we meet and we can talk more about it.

I may maintain public social media pages. Please be advised that if you choose to follow these sites publicly, you are doing so at your own discretion and your name may be associated with this site. Furthermore, information posted on these sites should not be taken as clinical advice or part of any therapeutic relationship.

If you have questions or concerns about any of these policies, please feel free to discuss them during our next session.

Conflicts of Interest:

If 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 a conflict of interest, you can be assured that any information will remain confidential.

Limits of Service:

Please be aware, my role is to solely provide therapeutic services. I will not assess fitness for custody, serve as an advocate on other issues or act as an expert witness in any legal matters. However, you should be aware that, if you should become involved in a legal matter and I am ordered by the court, you will be charged a fee of \$100.00 per hour for any time spent in court (even when not testifying), travel time and preparation time. You will be required to provide me with a prior retainer for my services. Lastly, should I be subpoenaed to court and be required to seek legal advice or assistance, you will be responsible for those legal fees.

Emergency Services:

I do not provide emergency crisis services. If you find yourself in a state of mental crisis, please contact the following emergency services:

- If you are safe to drive, please go to your local emergency room. Portsmouth Regional Hospital in Portsmouth, NH has a specialized behavioral health unit for inpatient hospitalization. Portsmouth Hospital also has a 24/7 local crisis hotline (603) 433-5270.
- Call or text 988 to be connected with the National Crisis Hotline for 24/7 support. An online chat option is also available 988lifeline.org

Professional Records:

I maintain a file for each client. 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 each session's date and a summary of key facts including issues discussed and treatment recommendations. The client (or parent) is entitled to a copy of the records, they can be compiled and sent elsewhere for a fee that covers copying and administrative costs. If you wish to see a copy of your records, I recommend that you review them with me so we can discuss the contents. You should also be aware that I am required to have a plan in place for how my clinical records will be managed in the event of my disability or death. I have made such arrangements to ensure that you will still have access to your records and to protect the confidentiality of your records.

Electronic Communications:

If you need to contact me between sessions, please leave a message on NCMA's office voicemail at (207) 594-2952 Monday through Friday 8:30am-4:30pm. I will attempt to return your phone call within 24 hours Monday-Thursday, or on Monday if the message was left Friday, Saturday, or Sunday. I am also responsive by email so please do not hesitate to email question to Jamieevans@ncmamaine.com.

Mail:

For mail, please use the PO Box (Po Box 1145, Rockport Maine 04856), not the street address, so that mail that we receive is secured in the post office box to be checked on weekdays rather than in the street address mailbox.

Fees/Payment Arrangements Health Insurance:

Whether or not any of our providers participate in a given insurance changes over time. Please ask about your health insurance. If we do not participate with your insurance, and your service is insurance reimbursable, upon request, we will provide you with a statement indicating the procedures (with codes) and the diagnosis code so that you can submit for out of network reimbursement. Estimated amounts for services (or copays) are due at the first visit unless other arrangements have been made. We accept credit cards.

Private Pay:

Prior to the service, we will provide you with a Good Faith Estimate. This will give you the codes for the service so that you can check with your insurance carrier about reimbursement. It will provide the expected cost to be collected prior to or on the date of service. Payment will be expected at the time of service, and as applicable upon final billing, unless otherwise arranged in advance.

Professional Fees:

The standard fee for the initial intake is \$150.00 and each subsequent session is \$100.00. If you anticipate becoming involved in a court case, I recommend that we discuss this before you waive your right to confidentiality. If your case requires my participation, you will be expected to pay for my professional time required even if another party compels me to testify.

Cancellation (or no-show) with less than 48-hour notice:

For an initial intake, a \$100.00 fee may* be charged. For a standard therapy session, a \$75.00 fee may* be charged. *Exceptions include bad road conditions, illness, or injury, in which case, you should call as soon as possible. If you are sick, we most likely will want to delay your therapy session or intake appointment. Please also call if you have symptoms suggestive of COVID, have tested positive for

COVID, or have recently been exposed to someone who has tested positive for COVID or who had close contact. No fees will be charged for cancellations related to COVID.

Signature of Client or Parent/Guardian

Date

Printed Name

Name of Client if other than above