



## **MENTAL HEALTH SERVICES AGREEMENT (THIRD PARTY PAYERS)**

The organization you are a part of will be approving payment from your insurer for your services at Lesley Hartman & Associates Inc.

### **Confidentiality**

In providing you with mental health services such as assessment and therapy, it is very important that you can speak openly with your therapist to benefit from the service. To encourage this openness, your therapist agrees to keep the information that you share with them confidential. This means that information shared in the course of an assessment or therapy will not be shared with anyone without your consent, with the exception of the circumstances outlined below.

The information below must be shared with your organization in order for us to provide you services which are covered by your insurer, given your therapist's contractual agreement with them.

1. A detailed initial assessment report from your therapist may be required after the first session. This assessment will include diagnoses and treatment plans and information about your mental health status at the first session. If your services are covered by the Worker's Compensation Board of Nova Scotia (WCB), this report will have an occupational focus.
2. Progress reports periodically as your organization may require, including progress towards goals of treatment.
3. A final report to your organization which will outline your progress towards your goals and any outstanding treatment needs.
4. Clients whose services are covered by WCB should be aware that, according to law, WCB could request any other information about those services.

To protect the safety of vulnerable persons or your own safety, and in certain other unusual circumstances, further exception will be made to this confidentiality agreement. The following situations may require your therapist to share pertinent information with another party:

1. If you present a risk of safety to yourself or others, this may be reported to others who can ensure or maintain your safety or the safety of others.
2. If you disclose knowledge that yourself or another person under the age of 19, an elderly person, or any other vulnerable person may be at risk of harm (e.g., physical, verbal, sexual abuse or neglect), this will be reported to the appropriate Child or Adult Welfare agency.
3. If you sign a release of information for a third party such as a physician, social worker, lawyer, insurance company, etc., the information will be released as requested. The specifics will be discussed before information is released. For clients being seen as a couple or family, release of information requires written consent of all individuals involved in therapy. Information cannot be released with only one person's consent.
4. If you make an ethical or legal complaint against your therapist, they are not bound to keep information related to the complaint confidential. This is to allow them to explain their behaviour in the appropriate legal forum.
5. If a court judge subpoenas your file, or as otherwise required to by law.

### **Information for Parents**

If your child is receiving mental health services, please understand that all attempts to include you in the treatment will be made. In most cases, however, your older child/adolescent retains the legal right to consent to treatment. If services are for a minor, by signing below you are agreeing that you have the legal right to consent for this child. If divorced or separated, you are following any existing legal agreement with respect to notifying or seeking consent from the child's other parent. If disagreement arises between parents consenting to mental health services, it is the position of Lesley Hartman & Associates, Inc. to continue providing services to the child as long as the treating therapist has both the informed consent of the child and one custodial parent.

Your child's confidentiality will be protected by their therapist, except in situations as mentioned above, i.e. where they may be at risk of harm to themselves or others, when they are being harmed by someone else, or when they give their consent for their therapist to speak with you or someone else. The benefit of this for your child/adolescent is that they may feel more comfortable sharing information with the therapist, and therefore will benefit more from the services.

### **Other information about our services**

1. Your therapist is professionally required to keep records of their contact with you. These records will be kept in the LHA Inc. practice management software. This software complies with provincial and federal privacy standards for health information. Technical support and administrative staff may be able to view your information if the need arises. These staff members have signed confidentiality agreements and will not access this information unless necessary for administrative or IT support functions.
2. Your full name, address, phone number, email address, emergency contact information, and family physician's name will also be stored in the LHA Inc. practice management software.
3. Neither therapist nor client will record audio or video of sessions without written consent from both parties.
4. There is a fee for private mental health services, as these are not covered by government health plans. The fees depend on your therapist's profession, and are set to be at or slightly under the recommended rates set out by their various associations. The fee for a Psychologist is \$180, a Social Worker \$150, and an Occupational Therapist, \$140. This fee will be billed directly to your organization and may require that you sign a form at the end of each session. Some organizations may not cover the full fee for services. In such cases, you will be responsible for the remainder of the fee, which will be billed at the time of service. Your therapist will review these fees with you at the start of therapy. Your organization may limit the number of sessions covered in a calendar year. Should you require further sessions, you will be responsible for their full cost, unless additional coverage is approved by your organization.
5. Many organizations do not cover the cost of missed appointments. If this is the case for your organization, you will be responsible for the full cost of any appointment missed with less than 24 business hours' notice of cancellation. Monday appointments must be cancelled by 12:00 pm noon on Friday, and appointments scheduled on the first day following a holiday must be cancelled by 12:00 pm noon on the last business day before the holiday. Exceptions can be made for extenuating circumstances, at your therapist's discretion. Outstanding balances must be paid in full prior to rescheduling.
6. Your therapist books appointments on specified days. Evening hours may be limited. This means you may not always get your first choice of appointment times.
7. Your therapist is only available on a limited basis by telephone between appointments, and not for emergencies, unless otherwise agreed upon. Phone calls under 15 minutes in length will not be billed, however longer phone calls will be considered phone counselling and will be billed at the regular rate. Your therapist will discuss other options for you to access immediate assistance in the case of an emergency.
8. Although we take precaution to minimize risk of privacy breach through our office email, we cannot eliminate that risk. Please be aware that email communication can be intercepted in transmission or misdirected. Consider communicating any sensitive information by telephone, fax, or mail.

## **Telehealth sessions**

In some situations, you and your therapist may decide to have your sessions via telehealth (i.e. a secure online platform, or on the telephone). There are potential benefits and risks to telehealth services that are different from in-person sessions (e.g., emails are not secure, it may make it easier for you to access if you live far from our office, etc.) Prior to starting telehealth services, you agree to the following:

- The confidentiality parameters set out above still apply for telehealth services. Your therapist will take all possible steps to ensure privacy and confidentiality are preserved.
  - All online video services will be provided using secure platforms specialized for telehealth.
  - Your therapist will discuss the video-conferencing platform selected for your virtual sessions, and will explain how to use it before proceeding. If you choose to proceed that indicates your consent to the use of the selected platform.
  - For online sessions, you need to use a webcam or smartphone during the session.
  - Your therapist will not record telehealth sessions without your permission and the permission of all person(s) involved (for instance, both couples for couples' therapy; or other family members for family therapy).
  - Please note that by signing this agreement, you are also agreeing to not record sessions unless it has been discussed with your therapist in advance.
  - Your therapist will provide you telehealth sessions from a confidential and private space.
  - It is important that you as the client are also in a quiet, private space that is free of distractions (including cell phone or other devices). Please ensure that no one else is in the room with you while we are in session, unless they are a participant in the session. Please ensure all doors are closed. Headphones, if you have them, are recommended to improve privacy for video sessions.
  - Please note that for telephone therapy, landlines are more secure than smartphones, and should be used when possible.
  - Please use a secure internet connection rather than a public or free Wi-Fi.
  - To minimize the possibility of someone impersonating you, your therapist will use some form of coded identification in cases where visual verification of your identity is not possible.
- For online therapy, please provide a phone number where you can be reached to restart the session or to reschedule it, in the event of technical problems. If the telecounseling (online) service is interrupted, your therapist will attempt to reach you immediately by telephone at least twice, at a number you have provided and with your consent to leave a voicemail if necessary. If you don't respond within 15 minutes of the first call, your therapist will assume you have left the session, and you will be billed at the full rate of your session. If the service is interrupted within 15 minutes of its' scheduled end, your therapist will attempt to contact you by telephone, but if they don't reach you right away, you will be billed for the full session.
- If you need to cancel or change your tele-appointment, please notify your therapist in advance by phone or email as is normally required, or you will be charged for the missed session.
- Please provide your therapist information about your location at the time of your session, and at least one emergency contact, in the event of a crisis situation.
- Please confirm with your insurance company that the telehealth sessions will be reimbursed; if they are not reimbursed, you are responsible for payment.
- Your therapist may determine that due to certain circumstances, telehealth is not appropriate and you need to resume in-person sessions. Likewise, due to public health and our licensing guidelines, your therapist may be unable to provide in-person sessions at certain times.
- Your therapist cannot provide you therapy via email or text messaging. However, at times they may be able to provide brief coaching. Please discuss this with your therapist, as each therapist has their own parameters regarding coaching emails or text messages.
- Keep in mind that emails and text messages are printed off and stored in your file.
- Miscommunication can happen in telepsychology services. Please bring up any concerns that you may have so that you can work through these together with your therapist.

**I have read the above information and/or it has been reviewed with me. I understand the limits of confidentiality and the terms of receiving these mental health services. I accept them and consent to mental health services.**

**Client Signature:**

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**Client Signature:**

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**Therapist  
Signature:**

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**Date:**

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