

Chris Chance, Ph.D.
Psychotherapy Policies

(Please read carefully. Your understanding of this document is necessary
for fully informed consent to treatment)

License and Code of Ethics:

I am a licensed Doctoral level Clinical Psychologist, governed by the Code of Ethics of the American Psychological Association (APA). My license is displayed in the office and listed with the New Hampshire Board of Psychologists: NH901. A copy of the Code of Ethics is available as a link on my website, and can be provided on paper if you do not have ease of computer access. I will provide relevant additional information regarding my training, qualifications, and experience at the initial meeting and upon request.

Qualifications and Scope of Practice:

I received my PhD in Clinical Psychology from Syracuse University in 1998. I also completed a pre-doctoral internship/fellowship through the Dartmouth Medical School program in 1998, and a post-doctoral fellowship at McLean Hospital with Harvard Medical School joint appointment for Adolescent and Child Psychology in 1999. My practice areas include work with adults facing coping concerns that may be associated with depression, anxiety, recovery from trauma, relationship challenges, and communication challenges. I am trained and experienced in providing psychotherapy to teens and family groups as well, but in my current setting my focus is mainly on individual work, with the possibility of including family members on occasion with agenda collaboratively set to help further individual intentions and goals. I do not have particular expertise in treating active substance abuse, or medically complicated eating disorders. Also, given my current schedule (including other professional obligations in addition to my psychotherapy work), I am not able to provide an intense enough psychotherapy regimen to assist individuals with serious patterns of self-harm, suicidality, or homicidality.

Mental Health Bill of Rights:

The State of New Hampshire provides, by law, a “Mental Health Patient Bill of Rights.” Its purpose is to protect the rights and enhance the well being 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 consistent with all applicable state laws and the relevant professional ethical standards. For Psychologists, these standards are outlined by the American Psychological Association (APA).
- (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 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 exceptions include but are not limited to:
 - a. abuse of a child;
 - b. abuse of an incapacitated adult;
 - c. Health Information Portability and Accountability Act (HIPAA) regulation compliance;
 - d. certain rights you may have waived when contracting for third party financial coverage;
 - e. orders of the court; and
 - f. 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, assessment procedures and mental health diagnoses (RSA 330-A:2 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 treatments and the risks and benefits of no treatment. When obtaining informed consent for treatment for which safety and effectiveness have not been established, therapists 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 provider's 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(s) 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.

a. You have the right to obtain information about mental health practice

in New Hampshire. (Since Psychologists are licensed under the NH Board of Psychologists, you may confirm and ask questions about Dr. Chance's licensure status with that organization).

b. You have the right to discuss questions or concerns about the mental health services you receive with your provider.

c. You have the right to file a formal complaint with the provider's licensing board, in this case the NH Board of Psychologists.

Additional information about each of these topics is provided in other sections of this policy form, and also on my professional website (www.DrChrisChance.com). Please be sure to let me know if any information is unclear and we will discuss these concerns or questions.

Professional Boundaries:

Licensed psychotherapists are obligated to establish and maintain appropriate professional relational boundaries with present and past clients (and, in some cases, clients' family members). For example, therapists should not become friends with clients and should never become sexually involved with a client. If a dual relationship is unavoidable or develops over time in a way that was not predicted (e.g., client and therapist find themselves at the same social event because we have family members who decide to enroll in the same community activity), then these possible conflicts impacting the therapeutic relationship need to be processed and resolved in a way that preserves the right to privacy of all and the client's right to effective psychotherapy.

Legalities of Confidentiality:

In addition to information outlined in the "Notice of Privacy Practices" (See HIPAA info accessible through website), I want to highlight certain privacy considerations relevant to my practice. Within certain limits, information revealed by you [and if applicable, by your child(ren)] in the course of treatment will be kept strictly confidential and will not be released to any other person or agency outside of those indicated below. Usually, I will ask you to sign a "release of information form" to allow collaboration with other professionals who may be important to optimizing your (or your child's) care (e.g., past therapist, school psychologist, physician). In some unusual circumstances, I may be required to release information without your explicit consent, so these limits of privacy are important to fully understand. These guidelines have been developed thoughtfully by professional ethics boards as well as legal bodies to protect people and to promote quality care.

Under New Hampshire law, communications between a client and a licensed psychotherapist are privileged (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 relating to a workers' compensation claim. Records may also be subject to audit by regulatory authorities. Also, many reporting laws create exceptions (see below).

A court order for records can create an override of normal privacy procedures. Please inform your psychotherapist if any legal proceedings (including divorce process) are under way or likely to be under way so you can discuss these concerns and fully understand your rights and limitations of your rights.

As part of maintaining a valid license, I am required to regularly discuss cases with colleagues. I also obtain formal supervision on certain cases when I believe it is necessary. In these situations I do not disclose the identity of my client. My colleagues and any formal supervisor are, of course, legally bound to confidentiality as well. By signing this document you are acknowledging that you understand that I may discuss your case in consultation and/or supervision and do not object to my doing so.

Reporting Requirements:

Among the exceptions to confidentiality are New Hampshire reporting laws that require licensed psychotherapists to report to the appropriate authorities certain types of conduct. For example, any person who suspects that a child or an 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 a client's "serious threat of physical violence" to a person or property. There are also other reporting laws. If during a time of crisis I wish to be allowed to notify certain family members or other social supports of your choosing, then I may ask for signed release to allow this, in addition to the legally allowed coordination with other helping professionals and state/community agencies. If circumstances of a life-threatening emergency imply that certain actions/communications are necessary to prevent imminent harm, I am empowered to take those reasonable actions.

There are certain situations in which mental health professionals are required by law to reveal information obtained during the course of treatment to other persons or agencies without your permission. These are: (1) when there is reason to suspect that physical or sexual abuse, or physical neglect has occurred to a minor child; (2) when there is reason to suspect abuse to elderly or incapacitated adults; (3) when serious threat of violence to identified persons or intent to substantially damage property is disclosed; (4) when serious suicidal intentions are disclosed and the client or guardian refuses voluntary treatment to ensure client safety; and (5) when ordered by a court or a state licensing board.

Other Privacy-Related Policies:

I currently do my own billing. If it becomes necessary to hire a billing agency to process bills for my clients and their insurance companies, those professionals will sign a confidentiality agreement indicating that billing agents will not disclose any information to any source without written approval by me.

I may use an assistant to help with logistical tasks such as phone rescheduling under emergency circumstances. The assistant will have only limited information necessary to complete the clerical task at hand, and the assistant will have signed a confidentiality agreement. This agreement specifies that s/he will not release any of your personal information to any other person.

At times, another practitioner may cover for me to respond to emergencies when I am unavailable. S/he would not have access to my records. S/he may, however, need to obtain information from you in order to assist you. Any practitioner covering for me will maintain confidentiality, as required by our licensure.

I participate in supervision meetings with colleagues who are also licensed by the NH Board of Psychologists or The New Hampshire Board of Mental Health. I reserve the right to consult with colleagues regarding clinical matters relevant to client care, while being careful to not reveal specific

identifying information about my clients. This collaboration is part of my continuing education to ensure that I am providing the highest-quality treatment possible.

If you have questions or concerns regarding confidentiality rights and limits, please discuss them with me.

Diagnosis and Recommended Treatment:

As part of your (your child's) treatment, I will discuss with you your (your child's) diagnosis and my proposed treatment plan including my estimate of the length of therapy. I will include explanation of the likely benefits and risks and available alternatives, and encourage you to ask questions about this to ensure you are fully informed to the extent possible in the process of psychotherapy. Like any treatment involving collaboration toward change, psychotherapy can have benefits and risks. Since therapy often involves discussing unpleasant aspects of your life, you may experience uncomfortable feelings like sadness, guilt, anger, frustration, loneliness, and helplessness. On the other hand, psychotherapy often leads to better relationships, solutions to specific problems, and significant reductions in feelings of distress. **There are no guarantees of what you will experience.**

You should be aware that there are alternative types of services to those being offered by me. You may prefer to obtain counseling from someone other than me. You also have the choice not to obtain any counseling services. There are also 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. The first several sessions of psychotherapy might be viewed as a time to assess “fit” for both parties, and I welcome requests for referral if a client determines that is in your best interest, as I expect clients to respect my right to refer to alternative providers or agencies if what we determine you are seeking does not fit with my skill set or other circumstances make successful psychotherapy unlikely.

Regarding Your Health Insurance Plan:

Most health plans provide coverage only for “medically necessary” mental health services. Different companies have different policies for discerning “medical necessity.” Sometimes, when “acute” physical symptoms are no longer present, the company will discontinue coverage of psychotherapy sessions. Please educate yourself as much as possible about what to expect based on your particular mental/behavioral health services coverage policy.

It is your responsibility to provide me with the correct billing and health insurance information (see information form for this on my website or available by email or on paper upon request). If during the course of your treatment your insurance plan changes, please inform me of the change *at least 2 business days* prior to your appointment. This will allow time to verify your new policy coverage. If pre-authorization is required by your insurance plan, **it is your responsibility to obtain a new authorization for service PRIOR to your appointment.** If the minimum notice is not provided, or an authorization is not obtained, you will be responsible for paying in full for any visits not covered by insurance.

Release of Information to Insurance Companies or Managed Care Organizations:

If you have chosen to involve your health insurance company for billing of your services with me, information must be released by me to your carrier and their managed care company (if applicable). In most cases, this involves a diagnosis code within the electronic claim submitted. Sometimes a verbal or written treatment plan or update is required. Some companies require treatment review forms to be filled out by the provider and/or client at designated times during the treatment process for coverage to continue (as part of “medical necessity” and quality assurance review). Many insurance policies authorize the insurance company to obtain or view copies of your medical record, and I may disclose your records without additional specific written consent to comply with insurance contract requirements.

Professional Records:

I maintain a file for each client. This includes intake, diagnosis, treatment plan, billing, consent to treatment, treatment notes, 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 or recommendations made. The client (or parent) is entitled to a copy of the records for a fee, which covers 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 contents. (A \$30 fee is charged for time and supplies to provide records.)

Cancellation and Rescheduling Policy:

Your appointment time is reserved for you only and cannot be filled without sufficient notice. Should you need to cancel or change any appointments, a 24-hour notice is *required*, although a 48-hour notice is *requested*. Please note that Monday appointments must be cancelled by the previous Friday by 5:00 PM. You can leave a cancellation call on my voicemail after hours or on weekends. Any **missed appointments** or those cancelled with less than 24 hours notice will be **billed at \$100**. The payment of this fee is required before or at your next appointment. If, in a period of two years, you miss or cancel three appointments with less than the required notice, you may be discharged from my care.

Please note that I appreciate that an unavoidable emergency situation or an illness can lead to violation of the cancellation policy, and these types of unusual circumstances can be discussed on a case-by-case basis to reach reasonable agreements (including considering weather-related driving safety concerns, illnesses of family members, etc.).

Fees and Billing Policy:

The fee for a 90-minute initial evaluation is \$250. A 45-minute individual therapy visit is \$140. A 55-minute individual therapy visit is \$180. A 45to55-minute family/conjoint therapy session will be billed at \$180. Emergency, crisis, or other clinical-service-related calls to me that are longer than 10 minutes in duration may be billed at \$45 per 15 minutes. Any legal or forensic services delivered or subpoenaed (including letters, reports, telephone calls, testimony, and travel) are billed at the rate of \$200 per hour. (All fees are subject to periodic change.)

Co-payments and self-pay fees are due before or at the time of your appointment. I accept cash, personal checks, as well as electronic payments by card. You are responsible for any amounts your insurance does not pay. This includes charges applied to deductibles, amounts not covered due to termination of insurance or change of insurance plans, and No Show or Late Cancellation fees. In the event that a balance on your account is left unpaid after 90 days, you may be discharged from my care.

Prior to beginning treatment, a **good faith estimate of the price** of treatment will be discussed, based on your research of insurance coverage and limitations, or our understanding of the self-pay agreement, and general predictions about length and frequency of treatment. Please be aware this process is imperfect/not precise given a variety of unpredictable factors that affect peoples sense of level of need for support.

Communication Availability Between Sessions:

Please be aware of some of the logistical and technological limitations to consider with voicemail and email communications between sessions. The email provided on the website and on my card is fine for initial contact and some logistical tasks, such as rescheduling the time of a session, but **please do not utilize email for any detailed personal communication or to access help during an emergency**. See the Emergencies section below. Note that I only check email episodically, often not daily (and email communication cannot guarantee privacy).

Appropriate and effective uses of voicemail are limited to logistical requests such as a request to reschedule an existing appointment, or to request a between-sessions support call if unusually stressful circumstances suddenly arise. I normally check my office phone voicemail as frequently as possible and return calls during regular business hours (about 9:00 am–5:00 pm) **on days I am in the office with clients scheduled**. My outgoing office phone voicemail reviews which days I am in the office. I also observe all federal holidays.

Given the limitations of technology, such as the possibility of a poor cell phone connection that renders a message unclear, please feel free to leave an additional communication on voicemail if you do not hear back within two business days, and listen again to the outgoing message, which may explain a delay due to my current general schedule, time that I'm away at a conference, etc., so you can plan accordingly.

In general, I prefer to minimize text messaging for communication with clients. However, situations in recent history such as the need for increased TelePsychology have made texting sometimes useful or necessary. If there are circumstances that indicate text messaging is much more practical and helpful for a certain client, we may verbally agree to the limited use of text for logistical communications, and we will coordinate on details of that possibility as appropriate. I may also occasionally use text in order to make an emergency cancellation notification (e.g., an illness emergency) in hope of maximizing the possibility that clients are informed about an emergency scheduling change without avoidable inconvenience. Please note if you are attempting to communicate with me via text and do not receive a response within 24 hours, it is prudent to call and check my outgoing Voicemail message for a review of my in office schedule. **Please do not utilize text for any detailed personal communication or to access help during an emergency.**

In the very unlikely event that I become unavailable for an extended period of time, a covering Psychologist would be assigned to assist clients and that person's phone number would be provided on the office phone system's outgoing voicemail message.

Client Emergency Procedures:

In an emergent situation related to the focus of your therapy that you feel absolutely cannot wait until the next face-to-face meeting, it is possible to leave me a voicemail message and receive a call back between appointments. Please be aware that my availability will vary as described in the Communications section above.

Please be aware I currently do not carry an emergency phone contact line for established clients. Given office voicemail protocol (see Communications section above), there can be a several-day delay in call back. For example, it is possible that on a week I am working Tuesday through Friday, clients may leave a message Friday evening that I do not pick up until Tuesday morning. My intention is to prioritize appropriately and get back to clients as soon as possible consistent with my understanding of clinical need and urgency, but I do **rely on clients to employ other self-care methods while waiting for a call back and to utilize additional resources as necessary.**

If you are having trouble waiting for support between appointments, but the situation is definitely not life-threatening, you may also utilize available community resources for more immediate support, such as the 24/7 National Suicide Prevention Hotline: 1-800-273-8255. For people who prefer texting, there is also a National Crisis Text Line accessible by texting "START" to 741-741. If you choose to use these resources, please let me know and we can strategize together about being sure your support needs are met. Please make a note of these numbers if you think they may be helpful. Also, you may live in a community with special crisis resources available to you, so please make yourself aware of those options (e.g., at the time of the writing of this document, UNH students have access to the PACS emergency line on campus: 603-862-2090).

Please note that **if you are experiencing a life-threatening emergency, you should call 911 or proceed directly to the closest emergency room immediately.** If you feel suicidal or homicidal, or your child expresses a desire to hurt himself/herself/themselves or another person and you feel the threat is serious and immediate, please go to your local emergency room. You do not need my permission to go to an emergency room, and calling me and waiting for response may result in an unnecessary delay in obtaining needed treatment in a life-threatening situation.

I rely on psychotherapy clients to actively communicate during scheduled meetings about any sense of unmet support needs they experience when distressed. These conversations are critical for my ongoing

assessment of appropriateness of level of care, particularly given the realistic limitations of my availability within a solo practice model.

TelePsychology option and Infectious Disease Disclaimer:

Video meetings have become the most typical standard of care, begun as an alternative to in-person meetings as necessary and practical. There are some evolving complexities to consider before planning a video session, including whether the state Board of Psychologists in the state where a client is actually sitting during a video-call honors my license to practice which is limited to her State of NH license. For this and other clinical reasons, the viability of using TelePsychology requires understanding of the following:

- While a HIPAA-compliant video platform will be used, Dr. Chance can not absolutely guarantee privacy given the nature of cyber technology
- The client can be assured Dr. Chance does not tape sessions
- Dr. Chance will explain how to use the technology and coordinate re: backup plans in the event of tech failure (e.g., text plan to revert to phone if needed)
- If using text to communicate in context of TelePsychology, clients are encouraged to use just first name to self-identity for balance between clear communication and privacy
- The client assumes responsibility for privacy and quiet on their side of the video-call.
- The client is advised to use a secure wifi connection to enhance privacy.
- The client is expected to follow rules about timeliness as if it were an in-person session
- Additional safety planning may be required, including verification of physical location at the start of each video-call so emergency services could be accessed if needed in an extreme emergency.
- If Dr. Chance determines this modality is not appropriate for the client for clinical reasons, we will reconsider and create an alternative plan.

In the situation of in-person meetings, Dr. Chance exercises due diligence as directed by the American Psychological Association (APA) and Centers for Disease Control (CDC) to minimize risk of transmission of disease (e.g, available hand sanitizer, windows open as possible, air purifier), but can not guarantee an infectious disease-free environment in her office or other spaces where she might offer services.

In her current office location, there are seasonal patterns affecting parking and ease of office access, so **in-person sessions are not always available**. Dr. Chance will advise clients about what to expect in terms of in-person availability on a case-by-case basis. Seasonal parking restrictions, ice conditions, and public health circumstances will be considered when planning possible in-person modality, and clients are requested to shift a planned in-person session to Telehealth if you become aware of an exposure to contagious illness, or are experiencing current symptoms of a contagious illness.

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. If you feel dissatisfied with my ability to reasonably and professionally respond, or you feel harmed within our therapeutic relationship, it is your right to report concerns to the board that oversees my license to practice: New Hampshire Board of Psychologists, 7 Eagle Square, Concord, NH 03301, go online to: www.oplc.nh.gov/psychologists, or phone 603-271-2176.

Regarding Risks and Benefits:

I strive to treat each client with respect, and to provide best fit treatment. If I am asked to provide a service that falls outside of my competency to treat, it is my ethical obligation (according to American Psychological Association ethics code guidelines) to refer a client to a more appropriate professional. This can include situations where a higher level of care is required than can be provided in my part-time psychotherapy practice setting. Please see also the State of NH Patients' Bill of Rights (accessible online at www.gencourt.state.nh.us, RSA 151:21).

It is not unusual for a new psychotherapy client to experience some increase in distress while unpacking emotional issues to sort through; usually clients then find ways to improve coping and feel some relief. However, if you feel stuck for a period of time with no benefit from psychotherapy, or you experience a prolonged worsening of symptoms, it may indicate that your plan of treatment needs to change. Active and honest communication from the client about your experiences and symptoms are essential for effective and safe psychotherapy to occur, and I strive to create a climate encouraging effective collaboration. Psychotherapeutic change requires significant commitment and effort. The possible positive benefits are many, and my role is one of offering education, support, and guidance toward your envisioned positive change. You are the active change agent. It is my honor to be your guide and witness.

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