

INFORMED CONSENT

Welcome to my practice. All licensed psychologists are required to provide large amounts of information to our clients in order to obtain what is known as “informed consent” prior to beginning treatment. Informed consent simply means that you are agreeing to enter treatment after having been informed. Below, you will find everything you need to know (and more than everything you’ll care to know) about the policies, procedures, rules, regulations, ethics codes, etc. that guide how my practice operates.

You are encouraged to review the material in this informed consent document prior to our first meeting. There are several reasons for this, the most important of which is that *neither you or I will want to spend the majority of our first encounter discussing policy and procedure*. Secondly, if you have any questions or concerns after reading through this material, you can make those inquiries prior to us beginning treatment. And lastly, it is for your protection to know the rules, restrictions, exceptions and risks associated with treatment prior to embarking on it. So, here it is.

WHO IS MICHAEL R. KANDLE, PSY.D.?

I am a licensed psychologist, possessing both a M.S.Ed. (Masters Degree in Education) and a Psy.D. (Doctorate of Psychology). I received both of these degrees from Pace University in New York, NY. I also have a Bachelor's Degree in Psychology from McGill University in Montreal, Quebec. My private practice is referred to as a “sole proprietorship,” and is located in a home office at my residence in Durham, NH. I have been a certified/licensed psychologist in NH since 1992, although I have been a practicing psychotherapist since 1989.

PSYCHOLOGICAL SERVICES

Psychotherapy is not easily described in general statements. It varies depending on the personalities of the psychologist and patient, and the particular problems you are experiencing. There are many different methods I may use to deal with the problems that you hope to address. Psychotherapy is not like a medical doctor visit. Instead, it calls for a very active effort on your part. In order for the therapy to be most successful, you will have to work on things we talk about both during our sessions and at home.

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 has also been shown to have many benefits. Therapy often leads to better relationships, solutions to specific problems, and significant reductions in feelings of distress. But there are no guarantees of what you will experience.

Our first few sessions will involve an evaluation of your needs. By the end of the evaluation, I will be able to offer you some first impressions of what our work will include and a treatment plan to follow, if you decide to continue with therapy. You should evaluate this information along with your own opinions of whether you feel comfortable working with me. Therapy involves a large commitment of time, money, and energy, so you should be very careful about the therapist you select. If you have questions about my procedures, we should discuss them whenever they arise. If your doubts persist, I will be happy to help you set up a meeting with another mental health professional for a second opinion.

APPOINTMENTS

I normally conduct an evaluation that will last from 2 to 4 sessions. During this time, we can both decide if I am the best person to provide the services you need in order to meet your treatment goals. Appointments are typically 45-50 minutes long. They may be weekly or more or less often depending on needs and schedules. **Once an appointment hour is scheduled, you will be expected to pay for it unless you provide 24 hours advance notice of cancellation unless we both agree that you were unable to attend due to circumstances beyond your control. A fee of \$75 is charged for late cancellations or “no show” appointments. It is important to note that insurance companies do not provide reimbursement for cancelled sessions.** If it is possible, I will try to find another time to reschedule the appointment.

PROFESSIONAL FEES

My hourly fee is \$120. In addition to weekly appointments, I charge this amount for other professional services you may need, though I will break down the hourly cost if I work for periods of less than one hour. Other services include report writing, telephone conversations lasting longer than 5 minutes, consulting with other professionals with your permission, preparation of records or treatment summaries, and the time spent performing any other service you may request of me. If you become involved in legal proceedings that require my participation, you will be expected to pay for all of my professional time, including preparation and transportation costs, even if I am called to testify by another party. Because of the difficulties and complexities of legal involvement, I charge \$150 per hour for preparation and attendance at any legal proceeding.

SELF-PAY OPTION

If you do not have health insurance, or you choose not to utilize your insurance, we can discuss a self-pay arrangement. A fee can be negotiated for this depending on your financial resources and the services you are requiring.

EMERGENCY CONTACT PROCEDURES

Solo practitioners like myself typically do not have the same resources to respond to emergency situations 24 hours per day, 7 days per week, 52 weeks per year, that larger group or community agencies can offer. If such emergencies are anticipated, some consideration should be given to seeking services from such an agency. Nevertheless, I do provide means for contact in emergency situations, as outlined below.

In an emergency (some form of loss of control that may imperil the health or safety of yourself or another), you can call my office number (868-5700) at any time. If you do not receive a prompt response from me to an emergency call, there are 3 alternative sources for emergency intervention to utilize.

In the event I am not immediately available for an emergency

If there is an immediate risk of harm, you should dial 911 for help.

If there is an urgent need to talk with a mental health professional, you should contact the crisis hotline of your area community mental health center. In Strafford County, the number is 742-0630. In Rockingham County, the number is 431-6703.

If there is an urgent need for medication or hospitalization, you should call your local hospital emergency room.

LIMITS ON CONFIDENTIALITY

The law protects the privacy of all communications between a patient and a psychologist. In most situations, I can only release information about your treatment to others if you sign a written Authorization form that meets certain legal requirements imposed by HIPAA. There are other situations that require only that you provide written, advance consent. Your signature on this Agreement provides consent for those activities, as follows:

- **Information most commonly released:** Your intake form has a place for you to sign an authorization which allows me to release some clinical information to your insurance company in order for them to determine if your treatment is “medically necessary,” and thus a payable benefit under your plan. This information typically includes: A) diagnoses, B) risk assessment, C) symptom checklists, D) functional impact assessment, E) categories of stressors, F) substance abuse/addiction status, G) medications used, H) other providers contacted, I) treatment goals and progress toward treatment goals.
- I may occasionally find it helpful to consult other health and mental health professionals about a case. During a consultation, I make every effort to avoid revealing the identity of my patient. The other professionals are also legally bound to keep the information confidential. If you don’t object, I will not tell you about these consultations unless I feel that it is important to our work together. I will note all consultations in your Clinical Record (which is called “PHI” in my Notice of Psychologist’s Policies and Practices to Protect the Privacy of Your Health Information).
- Disclosures required by health insurers or to collect overdue fees are discussed elsewhere in this Agreement.
- If a patient threatens to harm himself/herself, I may be obligated to seek hospitalization for him/her, or 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 either your consent or Authorization:

- If you are involved in a court proceeding and a request is made for information concerning the professional services that I provided you and/or the records thereof, such information is protected by the psychologist-patient privilege law. I cannot provide any information without your written authorization, or a court order. If you are involved in or contemplating litigation, you should consult with your attorney to determine whether a court would be likely to order me to disclose information.
- If a government agency is requesting the information for health oversight activities, I may be required to provide it.

- If a patient files a complaint or lawsuit against me, I may disclose relevant information regarding that patient in order to defend myself.

There are some situations in which I am legally obligated to take actions, which I believe are necessary to attempt to protect others from harm and I may have to reveal some information about a patient's treatment. These situations are unusual in my practice.

§ If I have reason to suspect that a child has been abused or neglected, the law requires that I file a report with the Bureau of Child and Family Services. Once such a report is filed, I may be required to provide additional information

§ If I suspect or have a good faith reason to believe that any incapacitated adult has been subjected to abuse, neglect, self-neglect, or exploitation, or is living in hazardous conditions, the law requires that I file a report with the appropriate governmental agency, usually the Department of Health and Human Services. Once such a report is filed, I may be required to provide additional information

§ If a patient communicates 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, I may be required to take protective actions. These actions may include notifying the potential victim, contacting the police, or seeking involuntary hospitalization for the patient.

If such a situation arises, I will make every effort to fully discuss it with you before taking any action and I will limit my disclosure to what is necessary.

While this written summary of exceptions to confidentiality should prove helpful in informing you about potential problems, it is important that we discuss any questions or concerns that you may have now or in the future. The laws governing confidentiality can be quite complex, and I am not an attorney. In situations where specific advice is required, formal legal advice may be needed.

PROFESSIONAL RECORDS

You should be aware that, pursuant to HIPAA, I keep Protected Health Information about you in two sets of professional records. One set constitutes your Clinical Record. It includes information about your reasons for seeking therapy, a description of the ways in which your problem impacts on your life, your diagnosis, the goals that we set for treatment, your progress towards those goals, your medical and social history, your treatment history, any past treatment records that I receive from other providers, 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, I also keep a set of Psychotherapy Notes. These Notes are for my own use and are designed to assist me in providing you with the best treatment. While the contents of Psychotherapy Notes vary from client to client, they can include the contents of our conversations, my analysis of those conversations, and how they impact on your therapy. They also contain particularly sensitive information that you may reveal to me 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 your Clinical Record, they cannot receive a copy of your Psychotherapy Notes without your signed, written Authorization. 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. In most circumstances, I am allowed to charge a copying fee of \$15.00 for the first 30 pages or 50 cents per page, whichever is greater.

PATIENT RIGHTS

HIPAA 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 I amend your record; requesting restrictions on what information from your Clinical Records is disclosed to others; requesting an accounting of most disclosures of protected health information that you have neither consented to nor authorized; determining the location to which protected information disclosures are sent; having any complaints you make about my policies and procedures recorded in your records; and the right to a paper copy of this Agreement, the attached Notice form, and my privacy policies and procedures. I am happy to discuss any of these rights with you.

MINORS & PARENTS

Patients under 18 years of age who are not emancipated and their parents should be aware that the law allows parents to examine their child's treatment records unless I decide that such access is likely to injure the child, or we agree otherwise. If the treatment is for drug dependency, parents may examine the records of children under age 12. Because privacy in psychotherapy is often crucial to successful progress, particularly with teenagers, it is sometimes my policy to request an agreement from parents that they consent to give up their access to their child's records. If they agree, during treatment, I will provide them only with general information about the progress of the child's treatment, and his/her attendance at scheduled sessions. I will also provide parents with a summary of their child's treatment when it is complete. Any other communication will require the child's Authorization, unless I feel that the child is in danger or is a danger to someone else, in which case, I will notify the parents of

my concern. Before giving parents any information, I will discuss the matter with the child, if possible, and do my best to handle any objections he/she may have.

BILLING AND PAYMENTS

You will be expected to pay for each session at the time it is held, unless we agree otherwise or unless you have insurance coverage that requires another arrangement. Payment schedules for other professional services will be agreed to when they are requested.

If your account has not been paid for more than 60 days and arrangements for payment have not been agreed upon, I have the option of using legal means to secure the payment. This may involve hiring a collection agency or going through small claims court which will require me to disclose otherwise confidential information. In most collection situations, the only information I release regarding a patient's treatment is his/her name, the nature of services provided, and the amount due. If such legal action is necessary, its costs will be included in the claim.

INSURANCE REIMBURSEMENT

In order for us to set realistic treatment goals and priorities, it is important to evaluate what resources you have available to pay for your treatment. If you have a health insurance policy, it will usually provide some coverage for mental health treatment. I will fill out forms and provide you with whatever assistance I can in helping you receive the benefits to which you are entitled; however, you (not your insurance company) are responsible for full payment of my fees. It is very important that you find out exactly what mental health services your insurance policy covers.

You should carefully read the section in your insurance coverage booklet that describes mental health services. If you have questions about the coverage, call your plan administrator. Of course, I will provide you with whatever information I can based on my experience and will be happy to help you in understanding the information you receive from your insurance company. If it is necessary to clear confusion, I will be willing to call the company on your behalf.

Due to the rising costs of healthcare, insurance benefits have increasingly become more complex. It is sometimes difficult to determine exactly how much mental health coverage is available. "Managed Health Care" plans such as HMOs and PPOs often require authorization before they provide reimbursement for mental health services. These plans are often limited to short-term treatment approaches designed to work out specific problems that interfere with a person's usual level of functioning. It may be necessary to seek approval for more therapy after a certain number of sessions. While much can be accomplished in short-term therapy, some patients feel that they need more services after insurance benefits end.

You should also be aware that your contract with your health insurance company requires that I provide it with information relevant to the services that I provide to you. I am required to provide a clinical diagnosis. Sometimes I am required to provide additional clinical information such as treatment plans or summaries, or copies of your entire Clinical Record. In such situations, I will make every effort to release only the minimum information about you that is necessary for the purpose requested. This information will become part of the insurance company files and will probably be stored in a computer. Though all insurance companies claim to keep such information confidential, I have no control over what they do with it once it is in their hands. In some cases, they may share the information with a national medical information databank. I will provide you with a copy of any report I submit, if you request it. By signing this Agreement, you agree that I can provide requested information to your carrier.

Once we have all of the information about your insurance coverage, we will discuss what we can expect to accomplish with the benefits that are available and what will happen if they run out before you feel ready to end your sessions. It is important to remember that you always have the right to pay for my services yourself to avoid the problems described above.

COMPLAINT/DISSATISFACTION POLICY

The nature of mental health care is part science, part art, and seldom exact. For a variety of reasons, some clients may incur frustrations, dissatisfactions, or a complaint regarding their experience. Under these circumstances, I strongly encourage you to express this to me directly and early, either verbally or in writing, so that I can hopefully respond in a corrective manner. It may be as simple as a misunderstanding or misperception.

My professional practice is guided by the American Psychological Association's code of ethics (enclosed in this handbook). I also participate regularly in peer consultation to ensure that my practice behavior is consistent with current standards. Further, I am governed by the New Hampshire Board of Mental Health Practice. If a concern or conflict cannot be satisfactorily addressed directly with me, a client has a right to make a complaint to the NH Board, and may do so by calling them at 603-271-6762. This option should be considered as *a last resort, not a first choice*. One reason for this is that such disputes are a formal process, which when pursued, requires clients to consent to my release of their entire treatment record for review by an investigative committee member. I sincerely hope that your experience will never reach this point. It is a shared responsibility between therapist and client to communicate clearly and directly enough to prevent conflicts from ever reaching this stage of grievance.

HIPAA

HIPAA stands for the Health Insurance Portability and Accountability Act (HIPAA), a new federal law that provides new privacy protections and new patient rights with regard to the use and disclosure of your Protected Health Information (PHI) used for the purpose of treatment, payment, and health care operations. HIPAA requires that I provide you with a Notice of Privacy Practices (the Notice) for use and disclosure of PHI for treatment, payment and health care operations. The Notice, which is attached to this Agreement, explains HIPAA and its application to your personal health information in greater detail. The law requires that I obtain your signature acknowledging that I have provided you with this information at the end of this session. Although these documents are long and sometimes complex, it is very important that you read them carefully before our next session. We can discuss any questions you have about the procedures at that time. When you sign the trust agreement on the intake form, it will also represent an agreement between us. You may revoke this Agreement in writing at any time. That revocation will be binding on me unless I have taken action in reliance on it; if there are obligations imposed on me by your health insurer in order to process or substantiate claims made under your policy; or if you have not satisfied any financial obligations you have incurred.