

## **OUTPATIENT SERVICES CONTRACT: PSYCHOTHERAPY**

Welcome to Brodar Psychology Services, LLC (BPS). This document contains important information about BPS's professional services and business policies. Please read it carefully and jot down any questions you might have so that we can discuss them at our next meeting. It also contains information about the Health Insurance Portability and Accountability Act (HIPAA), a federal law that provides privacy protections and patient rights regarding 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). The Notice is available with this Agreement and explains the application of HIPAA to your PHI in greater detail. When you sign this document, it will represent an agreement between us. You may revoke this Agreement in writing at any time. That revocation will be binding on us 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.

### **PSYCHOLOGICAL SERVICES**

Psychotherapy is individually tailored and varies depending on the problems you hope to address. I may use many different methods to help you deal with those problems. Psychotherapy requires a very active effort on your part. You will have to work on things we talk about both during our sessions and at home for therapy to be most successful.

Our first few sessions will involve an evaluation of your needs. By the end of the evaluation, I will offer you some first impressions of what our work will include and a treatment plan to follow. You should evaluate this information along with your own opinions about whether you feel comfortable working with me. At the end of the evaluation, I will notify you if I believe that I am not the right therapist for you and, if so, I will give you referrals to other practitioners whom I believe are better suited to help you and/or referral sources. You may also contact your health insurer for in-network providers.

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 try to help you set up a meeting with another mental health professional for a second opinion or provide you referral sources.

Psychotherapy can have benefits and risks. Because therapy often involves discussing unpleasant aspects of your life, you (your child) may experience uncomfortable feelings like sadness, guilt, anger, frustration, loneliness, and helplessness. On the other hand, people who participate in therapy can experience benefits like better relationships, solutions to specific problems, and significant reductions in feelings of distress. However, there are no guarantees as to what you will experience.

Some of the work completed in therapy may elicit a temporary increase in anxiety, with the end goal of helping you become more comfortable with situations that currently cause anxiety or other uncomfortable emotions. For example, an evidence-based treatment for anxiety is exposure therapy. Some exposure activities may have a degree of risk involved (e.g., touching dirty objects and refraining from washing your hands). I will not ask you (your child) to participate in an exposure that involves a higher level of risk than a person might encounter in

their everyday activities. If an adverse event were to happen during an exposure (e.g., a patient faints at the sight of a picture of someone getting their blood drawn), I will take appropriate measures to ensure your safety and well-being, including reaching out for medical care if needed. I am not responsible for any accident or injury that may occur during an exposure session. Therapy is a collaborative process, and you will never be forced to engage in an exposure; rather, the pace of therapy will be determined by your readiness to practice each anxiety-provoking situation.

### **APPOINTMENTS**

I normally conduct an evaluation that lasts from two to four sessions. During this time, we can both decide if I am the best person to provide the services you need to meet your treatment goals. If we agree to begin psychotherapy, I will schedule either one 45-minute session or one 60-minute session per week, at a time we agree on, although some sessions may be longer or more frequent depending on need. Whether we meet for 45- or 60-minute sessions depends on your presenting concern and especially on the number of people involved in treatment. For example, 60-minute sessions tend to work best for children and some adolescents to ensure adequate session time for me to meet with both the child and their parent(s) or legal guardian. I may also occasionally request that caregivers schedule a session to meet with me individually, outside of the child's normal appointment time.

### **ATTENDANCE**

Please call to cancel or reschedule appointments at least 24 hours in advance, or you will be charged for the missed appointment, unless we both agree that you were unable to cancel in advance due to circumstances beyond your control. If possible, I will try to find another time to reschedule the appointment. Please note that if you are more than 7 minutes late for a session, insurance may not reimburse for the session. It is important to note that most insurance carriers do not reimburse for missed sessions or late arrival to sessions. In the case that you frequently miss, cancel, reschedule, or attend sessions late, your regularly scheduled appointment may no longer be available. Therapy is most effective when you attend consistently and should ideally occur on a weekly basis, with some exceptions (e.g., we may meet less frequently if you have met your therapy goals and we have decided to gradually phase out of treatment). If you regularly cancel appointments (i.e., two or more cancellations within a one-month period), I will initiate a discussion regarding whether my services continue to be appropriate for your needs/availability, and I may refer you to another therapist.

### **PROFESSIONAL FEES**

My hourly fee is \$195 for 45-minute individual sessions and \$260 for 60-minute individual sessions. If we meet more than the scheduled time, I will charge accordingly. Group sessions are scheduled for 60 minutes, and your fee per session is \$130. In addition to weekly appointments, I charge \$260 per hour for other professional services you may need, and I will prorate the hourly cost if I work for periods of less than one hour. Other professional services include report writing, telephone conversations lasting longer than 10 minutes, attendance at meetings with other professionals or school personnel, travel time to those meetings if not possible to attend virtually, preparation of treatment summaries, and time spent performing any other service you may request of me. If you become involved in legal proceedings that require my participation, you agree to pay for any professional time – including preparation, travel, and appearance at the proceeding – I spend on your legal

matter, even if the request comes from another party. Your insurance may not cover these services or may only cover a portion of the charges.

### **BILLING AND PAYMENTS**

I expect you to pay for each session at the time it is held unless we agree otherwise. Payment schedules for other professional services will be agreed to when such services are requested. In circumstances of unusual financial hardship, I may be willing to negotiate a fee adjustment or payment installment plan.

If your account has not been paid and we have not agreed on arrangements for payment, I have the option of using legal means to secure the payment. This may involve hiring a collection agency, an attorney, or going through small claims court. If such legal action is necessary, its costs, including reasonable attorney's fees, will be included in the claim. In most collection situations, the only information I will release regarding a patient's treatment is his/her name (and/or guardian's name), the dates, times, and nature of services provided, and the amount due.

### **INSURANCE REIMBURSEMENT**

I am an out-of-network provider and do not participate in any insurance plans. However, patients can often use their out-of-network benefits to get some level of reimbursement from their insurance company. While I will not bill your insurance company directly, I will provide you with the necessary receipts (or "superbill"), which you can submit to your insurance company; 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. For example, insurance or other managed care providers may not cover sessions that are conducted via telecommunication.

You should also be aware that most insurance companies require that I include your clinical diagnosis on the receipts that I will provide for you to submit for reimbursement. Sometimes I must provide additional clinical information, such as treatment plans, progress notes or summaries, or copies of the entire record (in rare cases). This information will become part of the insurance company's files. ***You understand that, by using your insurance, you authorize me to release such information to your insurance company. I will try to keep that information limited to the minimum necessary.***

### **TELEPHONE POLICIES**

I am often not immediately available by telephone. When I am unavailable, my telephone is answered by voicemail that I monitor frequently. I will make every effort to return your call on the same day you make it, except for weekends and holidays. When you leave a message, please inform me of some times when you will be available. If you are unable to reach me and feel that you cannot wait for me to return your call, contact your primary care physician or the nearest emergency room and ask for the psychologist or psychiatrist on call. If you are experiencing a crisis or emergency, you should call 911, 988 (Suicide Crisis and Lifeline), or go to the nearest emergency room. If I will be unavailable for an extended time, I will provide you with the name of a colleague to contact, if necessary.

### **ELECTRONIC COMMUNICATION POLICIES**

Electronic communication is common in our society, and many individuals believe this is the preferred method of communication with others, whether their relationships are social or professional. Many of these common modes of communication, however, put your privacy at risk and can be inconsistent with the law and with the standards of my profession. Consequently, this policy has been prepared to assure the security and confidentiality of your treatment and to assure that it is consistent with ethics and the law. If you have any questions about this policy, please feel free to discuss this with me. In general, I will primarily use the Patient Portal for all communications and recommend that you contact me through this medium or by phone.

**E-mail.** I use e-mail communication only with your permission and only for administrative purposes unless we have made another agreement. That means that e-mail exchanges with my office should be limited to things like setting and changing appointments, billing matters and other related issues. Please do not email me about clinical matters because email is not a secure way to contact me. If you need to discuss a clinical matter with me, please feel free to message me through your patient portal, call me so we can discuss it on the phone, or wait so we can discuss it during your therapy session. The telephone or face-to-face context simply is much more secure as a mode of communication.

**Text messaging.** Because text messaging is a very unsecure and impersonal mode of communication, I do not send text messages, nor do I respond to text messages from anyone in treatment with me. So, please do not text message me unless we have made other arrangements. You may opt-in to receive text-message reminders for appointments. These are sent automatically from my electronic health record system and will allow you to confirm/cancel via text.

**Social media.** I do not communicate with, or contact, any of my patients through social media platforms like Twitter and Facebook. In addition, if I discover that I have accidentally established an online relationship with you, I will cancel that relationship. This is because these types of casual social contacts can create significant security risks for you. I participate on various social networks, but not in my professional capacity. If you have an online presence, there is a possibility that you may encounter me by accident. If that occurs, please discuss it with me during our time together. I believe that any communications with patients online have a high potential to compromise the professional relationship. In addition, please do not try to contact me in this way. I will not respond and will terminate any online contact no matter how accidental.

**Web searches.** I will not use web searches to gather information about you or your child without your permission. I believe that this violates your privacy rights. However, I understand that you might choose to gather information about me in this way. There is an incredible amount of information available about individuals on the internet, some of which may be known to that person and some of which may be inaccurate or unknown. If you encounter any information about me through web searches, or in any other fashion for that matter, please discuss this with me during our time together so that we can deal with it and its potential impact on your treatment.

Recently it has become fashionable for patients to review their health care provider on various websites. Unfortunately, mental health professionals cannot respond to such comments and related errors because of confidentiality restrictions. If you encounter such reviews of me or any professional with whom you are working, please share it with me so we can discuss it and its potential impact on your therapy. Please do not rate my work

with you while we are in treatment together on any of these websites. This is because it has a significant potential to damage our ability to work together.

### **CONFIDENTIALITY AND LIMITS TO CONFIDENTIALITY**

In general, the law protects the privacy of all communications between a patient and a psychologist, and I can only release information about our work to others if you sign a written Authorization form that meets legal requirements imposed by HIPAA and/or the law. However, there are a few exceptions in which no authorization is required to disclose protected health information.

- In most legal proceedings, you have the right to object to prevent me from providing any information about your treatment in response to a subpoena. In some legal proceedings, a judge may order my testimony or production of your records if he/she determines that the issues demand it, and I must comply with that court order.
- I may occasionally find it helpful to consult other professionals about a case. During a consultation, I make every effort to avoid revealing the identity of my patient. The consultant is also legally bound to keep the information confidential. Ordinarily, I will not tell you about these consultations unless I believe that it is important to our work together.

There are some situations in which I am legally obligated to take action to protect others from harm, even if I must reveal some information about a patient's treatment. These include:

- If I believe that a child or vulnerable adult (e.g., elderly person or person with a disability) is being abused/neglected or has been abused/neglected, the law requires that I make a report to the appropriate government agency. I may be required to provide additional information after that report is filed.
- If I believe that a patient is threatening serious bodily harm to another, I may be required to take protective actions. These actions may include notifying the potential victim, contacting the police, or seeking hospitalization for the patient. If such a patient owns a firearm, I may petition for it to be removed/seized by law enforcement. If the 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.

If such a situation arises, I will make an effort to discuss it with you before acting, and I will limit my report to only include necessary, required information. Although this written summary of exceptions to confidentiality is intended to inform you about potential issues that could arise, it is important that we discuss any questions or concerns that you may have at our next meeting. I will be happy to discuss these issues with you and provide clarification when possible. However, if you need specific clarification or advice that I am unable to provide, formal legal advice may be needed, as the laws governing confidentiality are quite complex and I am not an attorney.

### **PROFESSIONAL RECORDS AND PATIENT RIGHTS**

You should be aware that, pursuant to HIPAA as well as federal and state laws, I may keep Protected Health Information (PHI) about you in professional records. These records may include information about your reasons

for seeking therapy, a description of the ways in which your problem impacts 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 we 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.

Except in unusual circumstances in which disclosure is reasonably likely to endanger or be harmful to the life, health or physical safety of you or another person, you may examine and/or receive a copy of your record, if you request it in writing. Because these are professional records, they can be misinterpreted and/or upsetting to untrained readers. For this reason, I recommend that you initially review them in my presence or have them forwarded to another mental health professional so you can discuss the contents. In most circumstances, I am allowed to charge a copying fee (and certain other expenses).

The exceptions to this policy are contained in the available Notice Form. HIPAA provides you with several rights regarding your records and disclosures of protected health information. These rights include requesting that I amend your record; requesting restrictions on what information from your 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 available Notice form, and my privacy policies and procedures. I am happy to discuss any of these rights with you.

## **TELEPSYCHOLOGY**

Telepsychology refers to providing psychotherapy services remotely using telecommunications technologies, such as video conferencing or telephone. Licensure regulations only allow me to practice within the state that both you and I are located. However, there are some exceptions. While I am a licensed psychologist in the state of Maryland, I am also a member of an interstate agreement that allows me to provide telepsychology services in participating states (see <https://psypact.org/mpage/psypactmap> for a list of participating states). If you live in a participating state or if you are a Maryland resident but are going to be traveling to one of these states, I can continue to treat you or your child. It is important that you let me know where you are located during the session and that you update me if your location changes so that I can verify whether I am able to provide services.

We will regularly check in with one another about your progress in treatment. I will let you know if I decide that telepsychology is no longer the most appropriate form of treatment for you. In this case, I will provide you with referrals to another professional in your location who can provide appropriate services.

All policies, fees, and limits of confidentiality detailed in this agreement apply to sessions conducted via telepsychology. The extent of confidentiality and the exceptions to confidentiality outlined above still apply in telepsychology. If there is a technological failure and we are unable to resume the connection, you will only be charged the prorated amount of actual session time. Telepsychology sessions shall not be recorded in any way unless agreed to in writing by mutual consent.

**Benefits and risks.** One of the benefits of telepsychology is that the patient and clinician can engage in services without being in the same physical location. This can help to ensure continuity of care if the patient or clinician moves to a different location, takes an extended vacation, or is otherwise unable to continue to meet in person. It is also more convenient and takes less time. Most research shows that telepsychology is equally effective as in-person psychotherapy. However, some therapists believe that something is lost by not being in the same room. For example, there is debate about a therapist's ability to fully understand non-verbal information when working remotely. Additionally, telepsychology requires technical competence on both our parts to be helpful. There are many ways that technology issues might impact telepsychology. For example, technology may stop working during a session, other people might be able to get access to our private conversation, or stored data could be accessed by unauthorized people or companies.

**Confidentiality.** Because telepsychology sessions take place outside of the therapist's private office, there is potential for other people to overhear sessions if you are not in a private place during the session. On my end, I will take reasonable steps to ensure your privacy. But it is important for you to make sure you find a private place for our sessions where you will not be interrupted. It is also important for you to protect the privacy of our sessions on your cell phone or other device. You should participate in therapy only while in a room or area where other people are not present and cannot overhear the conversation.

I have a legal and ethical responsibility to make my best efforts to protect all communications that are a part of our telepsychology. The videoconferencing systems we use meet HIPAA standards of encryption and privacy protection, but we cannot guarantee privacy. The nature of electronic communications technologies is such that I cannot guarantee that our communications will be kept confidential or that other people may not gain access to our communications. I will try to use updated encryption methods, firewalls, and back-up systems to help keep your information private, but there is a risk that our electronic communications may be compromised, unsecured, or accessed by others. You should also take reasonable steps to ensure the security of our communications (for example, only using secure networks for telepsychology sessions and having passwords to protect the device you use for telepsychology).

**Emergencies and technology.** Assessing and evaluating threats and other emergencies can be more difficult when conducting telepsychology than in traditional in-person therapy. To address some of these difficulties, we will create an emergency plan before engaging in telepsychology services. I will ask you to identify an emergency contact person who is near your location and who I will contact in the event of a crisis or emergency to assist in addressing the situation. I will ask that you sign a separate authorization form allowing me to contact your emergency contact person as needed during such a crisis or emergency.

If the session is interrupted for any reason, such as the technological connection fails, and you are having an emergency, do not call me back; instead, call 911, 988 (suicide hotline), your local behavioral health crisis response center, or go to your nearest emergency room. Call me back after you have called or obtained emergency services. If the session is interrupted and you are not having an emergency, disconnect from the session and I will wait two (2) minutes and then re-contact you via the telepsychology platform on which we agreed to conduct therapy. If you do not receive a call back within two (2) minutes, then call me on the phone number I provided you (202-410-8552).

## GROUP THERAPY

I offer various types of group therapy via telepsychology. If you participate in group therapy, I ask that you respect and agree to the confidentiality of others in the group. This means that you will not divulge identifying information about other group members or discuss concerns that other group members have shared during therapy sessions with individuals outside of the group or via social media/online platforms. Additionally, it is your responsibility to ensure that you join from a private space with no one else in the room to maintain confidentiality of all group members. A headset is recommended if there is a concern of voices being heard from another room. Given the nature of group therapy, I cannot guarantee your confidentiality.

***Your signature below indicates that you have read the information in this document and agree to abide by its terms during our professional relationship.***

Patient Signature \_\_\_\_\_ Date \_\_\_\_\_

**If patient is under 18 years of age:**

Minor's Signature\* \_\_\_\_\_ Date \_\_\_\_\_

\* For children aged 5 and under, the child's signature is not necessary.

Parent/Guardian Signature \_\_\_\_\_ Date \_\_\_\_\_