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PRACTICE AGREEMENT AND CONSENT FOR TREATMENT

Welcome! This document contains important information about my professional services and business policies. Please read it carefully and jot down any questions you might have so that we can discuss them when we meet. When you sign this document, it will represent an agreement between us.

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 bring forward. 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 benefits for people who go through it. 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 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 or to provide you with sources for referrals for a second opinion.

MEETINGS

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. If psychotherapy is begun, I will usually schedule one 45-50-minute session per week at a time we agree on, although some sessions may be longer or more frequent. 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. If possible, I will offer you alternative times to meet.

CONTACTING ME

I can be reached by phone at 301-461-1717. I am often not immediately available. When I am unavailable, my telephone is answered by voice mail that I monitor frequently and you should feel free to leave a message. Please be sure to speak slowly, leave your name, inform me of some times when you will be available and the best number at which to reach you. Unless you specifically ask me not to do so, I will assume I can leave a message for you which may have personal or confidential content and that I identify myself.

I will make every effort to return your call within 24 hours if you leave a message during the week. If you leave a message on Friday afternoon and the weekend or on a holiday, it may take longer for me to return your call. If you do not hear back from me within these time frames, please call and leave another message, just in case I did not receive the first one.

EMERGENCIES

If you are unable to reach me and think that you can't wait for me to return your call, call 911 or go the nearest emergency room. At any time, if you think you may hurt yourself or anyone else, please call 911 or go to the nearest emergency room immediately.

CONFIDENTIALITY

In general, the privacy of communications between a patient and a psychologist is protected by law, and I can only release information about our work to others with your written permission. But there are a few exceptions.

- I am obligated to release information if legally required by a subpoena. In some legal proceedings, including but not limited to those involving child custody and those in which your emotional condition is an important issue, a judge may order my testimony if he/she determines that the issues demand it. If you introduce your mental state as a point of your defense in a legal proceeding, I may need to release information about your treatment. If I receive a subpoena from the Maryland Board of Examiners of Psychologists, I must disclose any PHI requested by the Board. by the Maryland Board of Psychological Examiners
- There are some situations in which I am legally obligated to take action to protect others from harm, even if I have to reveal some information about a patient's treatment. For example, if I believe that a child or a vulnerable adult is being abused, I must file a report with the appropriate state agency. Also, if I learn that a minor child is being abused now or at any time in the past, I am required to report that information to the appropriate authorities.
- If I believe that a patient is threatening serious bodily harm to another, I am required to take protective actions. These actions may include notifying the potential victim, contacting the

police, or seeking hospitalization for the patient. 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.

There are a few other situations in which I might disclose or exchange information.

- When another mental health professional is covering for me in my absence, I may exchange information with that person and they may have access to written records about you to preserve the quality and continuity of care.
- 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. If you don't object, I will not tell you about these consultations unless I feel that it is important to our work together.

PROFESSIONAL FEES

My standard fee is \$160.00 per individual session (45-50 minutes), \$225.00 for an extended (75-minute) individual therapy session, \$180.00 for a conjoint (couples or family) session, and \$250.00 for the initial intake interview session (75 minutes). You will be expected to pay for each session at the time it is held, unless we agree otherwise in writing.

In addition to weekly appointments, I charge for other professional services you may need, though I will prorate the hourly cost if I work for periods of less than one hour. Other services include report writing, telephone conversations lasting longer than 15 minutes, attendance at meetings with other professionals that you have authorized, preparation of records or treatment plans, and the time spent performing any other service you may request of me. If you become involved in legal proceedings that require my participation, even if I am called to testify by another party, you will be charged for my preparation, travel, and attendance time. Because of the difficulty of legal involvement, I charge \$250.00 per 60 minutes.

Unless you request otherwise, I will email you receipts. I may also use email for scheduling other non-clinical matters. While I prefer not to use email to communicate about clinical matters, we may occasionally do so. Please be aware that because email is not a secure form of communication, I cannot ensure the confidentiality of the contents of email. Please do not text me, as this is not a form of communication I use with patients. If you prefer not to use email for receipts or other purposes, please let me know.

INSURANCE REIMBURSEMENT AND USING A HEALTH SAVINGS ACCOUNT

I do not participate in any health insurance panels, but am generally considered an "Out of Network Provider". If you want to use insurance benefits, 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. It is very important that you find out exactly what mental health services your insurance policy covers, how they cover them and what amounts they pay, and specifically what you will need to submit to them to apply for whatever

benefits they may offer. I will 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.

Health savings accounts (HSA) may also be used for payment for my services. Please consult with your individual insurer or HSA plan for details and requirements.

If you are submitting receipts for treatment with me to your insurance company or an HSA, you should also be aware that most insurance companies require that you authorize me to provide them with a clinical diagnosis. Sometimes they will not reimburse you unless I provide clinical information such as treatment plans or summaries, or copies of the entire record (in rare cases). This information will become part of the insurance company files and will probably be stored in a computer. In some cases, the insurer may share the information with a national medical information databank. 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 and therefore cannot guarantee confidentiality. I will provide you with a copy of any report I submit, if you request it.

DELINQUENT ACCOUNTS AND COLLECTIONS

You are responsible for payment of your therapy fees, regardless of whether they are covered by your insurance carrier. You agree to the costs of any action necessary to collect your portion of the fee due. This includes court and attorney fees and an interest rate equal to the statutory amount at the time of the debt. You will receive appropriate notice of efforts to obtain this debt. You agree that a failure to comply and respond to such request within the statutory period for an answer will result in a confessed judgment against you for the amount of the debt and any fees required to collect the debt.

PROFESSIONAL RECORDS

The laws and standards of my profession require that I keep treatment records. You are entitled to receive a copy of the records unless I believe that seeing them would be emotionally damaging, in which case I will be happy to give you a summary or, if I deem it more appropriate, send them to a mental health professional of your choice. Because these are professional records, they can be misinterpreted and/or upsetting to untrained readers. I recommend that you review them in my presence so that we can discuss the contents. Patients will be charged an appropriate fee for any time spent in preparing information requests.

Any supervisees, office workers, billing/accounting workers who handle records are appropriately trained regarding awareness of and compliance with ethical and legal standards related to managing confidential client information

MINORS AND PARENTS

Patients under 16 years of age who are not emancipated and their parents should be aware that

the law may allow parents to examine their child's treatment records. While privacy in psychotherapy is very important, particularly with teenagers, parental involvement is also essential to successful treatment.

Therefore, it is usually my policy to request an agreement from any patient between 16 and 18 and his/her parents allowing me to share general information about the progress of treatment and their child's attendance at scheduled sessions.

If requested, I will also provide parents with a verbal 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.

EMERGENCIES

In the event of a psychiatric emergency, please CALL 911 or go to the nearest emergency room.

OFFICE SPACE

Please note that I share an office suite with several mental health colleagues. My practice is completely separate from those of my colleagues in this suite. I am not responsible for the actions of any non-affiliated therapists who share this office suite space.

HIPAA NOTICE OF PRIVACY PRACTICES

SEVERABILITY

If any of the provisions of the Agreement shall be held to be invalid or unenforceable, all other provisions shall nevertheless continue in full force and effect. The Agreement shall be interpreted in accordance with and controlled by the laws of the State of Maryland in effect at the time of the execution of this Agreement.

I/WE _____, HAVE READ, UNDERSTOOD, AND HAD OPPORTUNITY TO QUESTION, AND I/WE AGREE TO THE ABOVE CONDITIONS AND POLICIES. I/WE HAVE ALSO RECEIVED A NOTICE OF PRIVACY PRACTICES (per HIPAA). I/WE ALSO PERMIT THE USE OF A COPY OF THIS SIGNED AUTHORIZATION IN PLACE OF THE ORIGINAL.

Signature of Client

Date

Signature of parent(s) if client is under 18

Date

Cheryl S. Rubenstein, PhD

Date