DC PSYCHOLOGY
AND SLEEP SERVICES

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TREATMENT CONTRACT

This Treatment Contract is between DC Psychology and Sleep Services, LLC, and the patient whose signature and printed name is at the end of this Treatment Contract.

Welcome to my practice. This Treatment Contract contains important information about my professional services and business policies as well as frequently asked questions about treatment. Please read it carefully. Feel free to ask me questions you may have regarding this information or your treatment at any time. If you decide to 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 hope to address. There are many different methods I may use to deal with those problems. 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. Because therapy often involves discussing unpleasant aspects of your life, you may experience uncomfortable feelings like sadness, guilt, anger, frustration, loneliness, and helplessness. When treating insomnia specifically, therapy might cause you to experience increased sleepiness and fatigue, especially in the early phases of treatment. 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, significant reductions in feelings of distress, improved sleep, and less fatigue. But there are no guarantees as to what you will experience.

Our first session 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 me for therapy. 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 who I believe are better suited to help you. 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.

Please note that the psychological services I provide are not for emergency situations. For emergencies, call 911 or go to the nearest emergency room.

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FEES

My fee is $450 for an initial evaluation lasting 90 minutes, and $275 for each subsequent psychotherapy session (either in-person or via telehealth) lasting 45 minutes. I charge this same $275 per 45-minutes rate for other professional services you may need, though I will prorate the cost if I work for periods of less than 45 minutes in increments of 15 minutes, rounded to the nearest 15-minute increment (e.g., 22 minutes of service will be charged for 15 minutes whereas 23 minutes of service will be charged for 30 minutes). Other professional services include telephone conversations or email responses lasting longer than 15 minutes, 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 any professional time I spend on your legal matter, even if the request comes from another party, at the same $275 per 45-minutes rate. I do not charge for time spent writing reports and progress notes as per the standard routine of my care of you. I also do not charge for any time I may spend collaborating with your other providers.

From time to time, I may institute fee increases and these will be discussed and agreed upon ahead of time with a new Treatment Contract. If it has been more than one year since our last appointment, then you will re-initiate services at my current standard fee which may be higher than the fee you were previously paying. In addition, if it has been more than one year since our last appointment, you will be scheduled for another initial evaluation (90 minutes) and charged accordingly, with subsequent 45-minute psychotherapy sessions thereafter.

INSURANCE REIMBURSEMENT

You are responsible for paying your full session fee. I am not in-network with any insurance companies. If you decide to submit claims to your insurance company for reimbursement for any out-of-network benefits you might have, you may do so. However, be aware that the services provided will still be charged to you, not your insurance company, and you are responsible for the full payment. I have no role in deciding what your insurance covers. You are responsible for checking your insurance coverage, deductibles, payment rates, pre-authorization procedures, etc. Missed appointments, late cancellations (i.e., cancellations within 24 hours of service), and telephone session are not typically covered by insurance companies and therefore you will likely be responsible for the full fee in these instances. If your insurance company doesn't reimburse you, I am not responsible for refunding you any payment you expected to be reimbursed or otherwise.

I will provide you a superbill after each session with the following information that you will need to submit to your insurance company for reimbursement for any out-of-network benefits you might have:

1. Date of service
2. Diagnosis code (e.g., "F51.01 Insomnia Disorder," "F41.1 Generalized Anxiety Disorder")

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3. Procedure code (e.g., "90791 Psychiatric Diagnostic Evaluation," "90834 Individual Psychotherapy, 45 minutes")
4. Session fee and proof of your payment

Please be aware that most insurance companies require certain confidential or identifying information for reimbursement and it is your choice to release this information in order to receive treatment.

At times, insurance companies may request additional information regarding your treatment. The required information varies depending on the insurance company but may include treatment plan, treatment summary, or in some situations, access to the treatment record in its entirety. If an insurance company requests information that is beyond what you have already submitted for reimbursement (i.e., the information found on your superbill), I will first request your authorization and written consent to release this information to your insurance company. Although insurance companies claim to keep the information they collect about your treatment confidential, it would become part of the insurance company's files and I would have no control over the information once it leaves my office. If you do not authorize release of the requested information, the insurance company may then refuse to reimburse you for services. Please be aware that submitting a mental health invoice for reimbursement carries some risk to confidentiality, privacy, or future eligibility to obtain health or life insurance.

If you have Medicare or Medicaid, please inform me of this immediately. I do not participate with these plans and my patients will not receive any reimbursement from Medicare or Medicaid if they submit my superbill to these companies. Medicare patients are required to sign a separate contract agreeing that they understand they will not be reimbursed for my services by Medicare.

BILLING AND PAYMENTS

I accept credit cards, debit cards, HSA cards, and FSA cards. No checks or cash are accepted. Before scheduling your first session, information for an active credit, debit, HSA, or FSA card is required and will be truncated and securely stored by a third-party bankcard processor, Pineapple Payments/CardConnect, to meet Payment Card Industry (PCI) requirements. Please be advised that your card will be charged after each session has been held unless we agree otherwise. Payment schedules for other professional services will be agreed to when such services are requested. Any charges will show up on your financial statement (e.g., credit card statement) as "DC Services".

If payment after a session is not received for any reason, I will notify you of this and further sessions will not be scheduled until the balance is paid in full. If your credit, debit, HSA, or FSA card on file has expired, I require you to replace it with an active card before your next session is scheduled.

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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. If this should occur, its costs, including court costs, reasonable attorney fees, and prejudgment interest on unpaid fees, will be included in the claim. In most collection situations, the only information I will release regarding a patient's treatment is their name, the dates, times, and nature of services provided, and the amount due.

APPOINTMENTS

Your scheduled time is reserved for you. If you arrive late, your session will be shortened by that amount of time and you are still responsible for paying the full session fee. Please try to arrive punctually to get the full benefit of your session.

Telehealth Sessions

I offer telehealth sessions which are sessions conducted by telephone or video. This would be charged at the same rates as in-office sessions (see FEES above). Please be aware that the procedure codes for telehealth services are different than for an in-office appointments and insurance coverage may not be available depending on your particular plan. It is your responsibility to clarify this in advance with your insurance carrier. A signed Telehealth Agreement, separate from this Treatment Contract, is required before telehealth services are rendered.

Cancellations

For first-time new patients, cancellations and rescheduled initial evaluations will not be subject to any fee. If, however, as a first-time new patient you canceled or rescheduled the initial evaluation without notifying me at least 24 hours before the start of the appointment time, or you no-showed (i.e., you did not come to your appointment and did not provide any notification that you were not coming), you will be subject to the full fee of the initial evaluation ($450 for any subsequent initial evaluation(s) you schedule and then no-show or cancel or reschedule without notifying me at least 24 hours before the start of the appointment time.

For existing patients, no-shows, cancellations, and rescheduled sessions will be subject to a full charge of the session fee if I was not provided notification at least 24 hours before the start of the appointment time. It is your responsibility to ensure I have received your cancellation or rescheduling request which you may do by telephone, email, or in-person communication.

Inclement Weather

I will provide you notification as soon as I can whether I will be able see patients in the office on inclement weather days. Even if I come to the office to see patients, if you no-show, cancel, or reschedule your appointment less than 24 hours of the start time of the appointment and the reason is due to inclement weather, no fee will be charged. In the case of inclement weather, I

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might offer telephone or video sessions occurring at your regularly scheduled appointment time but I cannot guarantee this will be an option.

COMMUNICATION AND INTERNET-RELATED ISSUES

I am often not immediately available by telephone or email. Though I am usually working between 8am and 3pm Monday through Friday, I will not answer the telephone or check emails when I am with a patient. When I am unavailable, please leave me a voicemail or an email message; I monitor both frequently. I will make every effort to return your message, or have my assistant return your message, within 1-2 business days. If you are difficult to reach by telephone, please let me know 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 physician, call 911, or go to the nearest emergency room.

Email Communications and Text Messaging

I use email communication and text messaging to send appointment reminders through my practice management system, SimplePractice. You may decline receiving these email and/or text message reminders at any time.

Besides sending appointment reminders via text message, I typically do not send text messages to patients nor do I typically respond to text messages from anyone in treatment. I have, however, made all attempts to obtain a secure and HIPAA-compliant text messaging service for the rare occasion we might have a text message exchange. Preferred communication is in-person, by telephone, or by email – not text messaging.

For email communication besides the appointment reminders I send through SimplePractice, I also use SimplePractice to send emails regarding some administrative tasks such as notifying you when there is a new questionnaire to complete on your patient portal, or when you have a new superbill available to view on your patient portal. For emails that do not go through SimplePractice, I have made all attempts to create an email account that is secure and HIPAA-compliant. However, because email communication is at risk to be accessed by unauthorized people, it may compromise the privacy and confidentiality of the email. If you provide me an email address, I will assume you are agreeing that I can communicate with you via email for non-sensitive matters such as scheduling or providing you a copy of your sleep log. I will not initiate an email exchange with you regarding sensitive matters such as your diagnosis and treatment details. However, if you initiate an email exchange with me regarding sensitive matters, then I will assume: (1) you have made an informed decision to do so and I will view it as your decision to take the risk that such information may be intercepted, and (2) you have granted me permission to respond to any questions you have asked me in that email back to you via email and I will view it as your decision to take the risk that any information I may include in my response may be intercepted. Furthermore, you should be aware that all emails I receive from you and send to you are filed in your patient chart and will thus become part of your legal record.

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If your personal contact information (e.g., telephone number, email address) changes, it is your responsibility to inform me of these changes as soon as possible so as not to miss appointment reminders, etc. I am not responsible for charges associated with such changes.

Patient Portal

Your secure patient portal is https://dcpsychandsleep.clientsecure.me/. From here, you can log in to (1) view your appointments, (2) request appointments, (3) review and complete documents I share with you, and (4) obtain copies of your invoices and superbills. My practice management system, SimplePractice, maintains this patient portal. You can review SimplePractice's privacy policy at https://www.simplepractice.com/privacy/.

My Website

I have a website that you may access: www.dcpsychandsleep.com. I use it for professional reasons to provide information to others about me and my practice.

Social Media

I participate on social networks but not in my professional capacity. If you have an online presence, there is a possibility that you may encounter me. Due to the importance of your confidentiality and the importance of minimizing dual relationships, I do not accept friend or contact requests or respond to any messages from current or former patients on any social networking site (Facebook, LinkedIn, etc.).

Web Searches

I will not use web searches to gather information about you without your permission. I believe 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 accurate whereas some may be inaccurate or unknown. If you encounter any information about me you have questions about or find concerning through web searches, or in any other fashion for that matter, please discuss this with me so that we can deal with it and its potential impact on your treatment.

Recently it has become more common for patients to review their healthcare provider on various websites. Mental health professionals cannot respond to such comments and related errors because of confidentiality restrictions. If you encounter concerning reviews of me, I encourage you to 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 because it has a potential to impact our work together.

CONFIDENTIALITY

In general, the privacy of all 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.

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In most legal proceedings, you have the right to prevent me from providing any information about your treatment. In some legal proceedings, a judge may order my testimony if they determine that the issues demand it, and I must comply with that court order.

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. For example, if I believe that a child, elderly person, or disabled person is being abused or has been abused, I may be required to make a report to the appropriate agency.

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 the patient threatens to harm themself, I may be obligated to seek hospitalization for them or to contact family members or others who can help provide protection. If a similar situation occurs in the course of our work together, I will attempt to fully discuss it with you before taking any action.

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. I may not tell you about these consultations unless I believe that it is important to our work together.

If we see each other accidentally outside of the therapy office, I will not acknowledge you first. I will respect your right to privacy and confidentiality. However, if you acknowledge me first, I will be more than happy to speak briefly with you but feel it appropriate not to engage in any lengthy discussions in public or outside of the therapy office.

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. I will be happy to discuss these issues with you and provide clarification when possible. However, if you need specific clarification or advice 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.

PERSONAL PROPERTY AND ACCIDENTS

DC Psychology and Sleep Services, LCC is not responsible for any personal property or valuables that you bring into the facilities. This includes loss or damage. DC Psychology and Sleep Services, LCC is not liable for any accidents or physical injuries sustained while on the property.

INDEPENDENT ENTITY

DC Psychology and Sleep Services, LCC shares its location with other businesses, including other mental health practices. However, DC Psychology and Sleep Services, LLC is a separate,

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distinct entity from all other businesses at its shared location. As such, each entity at the shared location practices independently from each other and is responsible for their own care and quality of care.

GENERAL PROVISIONS
This Treatment Contract constitutes the entire agreement of the parties to this Treatment Contract and supersedes all prior written or oral and all contemporaneous oral agreements, understandings, and negotiations with respect to the subject matter hereof. This Treatment Contract may not be amended or modified unless in writing by all of the parties hereto, and no condition herein (express or implied) may be waived unless waived in writing by each party whom the condition is meant to benefit.

SEVERABILITY
Unenforceability or invalidity of one or more clauses in this Treatment Contract shall not have an effect on any other clause in this Treatment Contract. If it is possible, any unenforceable or invalid clause in this Treatment Contract shall be modified to show the original intention of the parties.

GOVERNING LAW AND VENUE
This Treatment Contract shall be governed, construed, and interpreted in accordance with the laws of Maryland (without respect to principles of conflict of laws), and the patient and DC Psychology and Sleep Services, LLC submit to jurisdiction and venue in the State of Maryland, County of Montgomery in any legal proceeding necessary to interpret or enforce this Treatment Contract or any part of it. The patient expressly waives any right to contest such venue for any reason whatsoever.

ELECTRONIC SIGNATURES
This Treatment Contract and any other documents the patient electronically signs for DC Psychology and Sleep Services, LLC, are intended and will have the same force and effect as manual signatures. Delivery of a copy of this Treatment Contract and any other documents the patient signs for DC Psychology and Sleep Services, LLC bearing a manual or electronic signature by facsimile transmission, email in portable document format (.pdf) form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, will have the same effect as physical delivery of the paper document bearing an original signature.

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 _____

PATIENT PRINTED NAME _____