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PRACTICE POLICIES AND CONSENT TO TREATMENT

WELCOME

Welcome to my practice. 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 at our next meeting. 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. Therapy is a partnership between client and therapist. You define your concerns and we work together to establish therapy goals. These goals vary for each client and may change over time. They may include, for example, improving your mood, learning and practicing coping skills, and gaining insight.

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. Ongoing treatment requires your active participation and regular attendance.

Psychotherapy can have benefits and risks.

Therapy can be hard work and may be uncomfortable at times. 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 may enable and empower you to make changes in your patterns of thinking and behaving. Therapy often leads to better relationships, solutions to specific problems, and significant reductions in feelings of distress. Through exploring your experiences, thoughts, and feelings, therapy can help to achieve your goals. In family therapy, family members have the opportunity to effectively communicate with one another and to improve relationships. But there are no guarantees of what you will experience.

MEETINGS

Our first few meetings will involve an evaluation of your needs. By the end of the evaluation, I will be able to offer you some first impressions including diagnoses and treatment recommendations, if indicated. You should evaluate this information along with your own opinions of whether you feel comfortable working with me.

If appropriate, we will then develop a treatment plan including agreed upon goals and methods. The treatment plan may include individual, couples, family and/or group therapy, referrals and collaboration with other professionals. If psychotherapy is begun, I will usually schedule one 50-minute session per week at a time we agree on. Length of treatment varies from just a few sessions (short-term) to several months or years (long-term) if more treatment is necessary. Some clients decide to take a break from sessions, but then return at a later time for booster sessions or as their situations change.

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

Name: _____

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.

Miscellaneous

I am an independent practitioner; shared office space does not imply partnership.

Parents bringing their children for therapy agree not to enlist my involvement in child custody/visitation related matters or legal proceedings associated with custody and visitation decisions. Furthermore, I will not testify in court about child custody or visitation, as these issues require specific protocols, including investigations and evaluations, which we will not be doing. Additionally, involvement with such matters poses a risk to therapeutic progress.

Records

The laws and standards of my profession require that I keep treatment records. I keep information both in paper charts and in a HIPAA compliant online medical record. You are entitled to receive a copy of the records unless I believe that seeing them would be emotionally damaging or injurious to your health, in which case I will be happy to 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.

In the case of family, couples or group therapy, I will first seek to clarify the identified client(s). In some situations the record may contain information about family members and other clients or information may be kept as a joint record. In these cases, authorization for release may require the authorization of all clients.

Confidentiality

Information that you discuss in therapy is confidential. I will not reveal to anyone that you are receiving services from me, unless I have your written permission. For example, with your written permission I may provide a diagnosis, treatment plan or summary. There are several situations in which confidentiality may be breached or I am legally obligated to report or take action:

1. if a judge for certain judicial or criminal proceedings requires testimony
2. if abuse or neglect is suspected (I will make every effort to discuss the matter with you before I make a report, unless I judge that there is imminent danger that someone will be harmed.)
3. in emergency situations such as: if a client threatens to harm him/herself or another person or if a client is in danger due to extremely severe symptoms (e.g., severe depression, psychosis).

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.

If a client is less than 18 years of age, the legal guardians or parents have the right to access the records, to authorize disclosures to third parties, and to exercise other privacy rights of the minor. The three exceptions to this provision are:

- if a state law allows a minor to access mental health services without the consent of a parent
- when a court makes the determination or a law authorizes someone other than the parent to make health care decisions for the minor
- if the parent or guardian assents to an agreement of confidentiality between the provider and the minor

If one of these exceptions applies, the Privacy Rule makes it clear that, although records do not have to be disclosed, the minor may still voluntarily choose to involve a parent or adult as a

Name: _____

personal representative. However, if the minor does choose to involve a parent or adult, the minor maintains the exclusive ability to exercise his or her rights under the Privacy Rule. In addition, regardless of the information above, the Rule specifically does not preempt state laws that either grant or deny parents access to their children's health information.

Finally, I may refuse to let the parent or guardian exercise the minor's privacy rights under the following conditions:

- *If I have reason to believe that the minor has been or may have been subjected to domestic violence, abuse or neglect;
- *If there is reason to believe that letting the parent or guardian exercise the minor's privacy rights could endanger the minor; and
- *If I decide "in the exercise of professional judgment" that letting the parent or guardian exercise those rights is not in the best interest of the minor.

If documentation is needed, the parent agrees to accept a summary of the treatment record in order to safeguard the child's confidentiality and willingness to be forthcoming within sessions. We may discuss a more specific plan for informing parents/guardians about treatment progress during the initial sessions. My policy is to have parents waive their right to access their child's information, and for me to have discretion in what I share with them about therapy.

If you have questions about confidentiality, I will be happy to discuss them with you. If there are legal issues involved, it may be necessary for you to seek legal advice.

Outside of Session Contact

You may leave a message on voice-mail at any time. I retrieve my messages frequently and return calls as soon as possible. On weekends and holidays, phone calls may not be returned until the next business day. If you have an emergency and cannot reach me immediately by telephone, contact your family physician, your family or go to the nearest hospital emergency room and ask for the psychiatrist on call. If needed, here are emergency hotline numbers: Montgomery County Crisis Center (crisis intervention) at 240 777-4000 or Montgomery County Hotline (supportive listening) 301 738-2255.

Electronic Communication Policy

In order to maintain clarity regarding our use of electronic modes of communication during your treatment, I have prepared the following policy. This is because the use of various types of electronic communications 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, are not secure and subject to breaches in confidentiality, 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.

Name: _____

Email Communications

I use regular, non-secure email communication and text messaging only with your permission and only for administrative purposes, unless we have made another agreement. That means that regular email exchanges and text messages 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.

I also use a patient portal to send secure, HIPAA compliant email. If you need to discuss a clinical matter with me, please feel free to use the patient portal or 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 contact is simply a much more secure mode of communication.

Text Messaging

Because text messaging is a very non-secure and impersonal mode of communication, I prefer not to text message, nor to respond to text messages from anyone in treatment with me, except for administrative purposes. So, please do not text message clinical matters to me unless we have made other arrangements.

Social Media

I do not communicate with, or contact, any of my clients 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 clients 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.

Websites

I have a website that I use it for professional reasons to provide information about my practice and me. You are welcome to access and review the information that I have on my website and, if you have questions about it, we should discuss this during your therapy sessions. Please feel free to use the link to the patient portal for registration, updating information, and secure emails.

Web Searches

I will not use web searches to gather information about you 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. In this day and age there is an incredible amount of information available about individuals on the Internet, much of which may actually 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 clients 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, please share it

Name: _____

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.

About Fees, Payments, and Billing

Therapy services (family, couples, or individual therapy): For my standard 50-minute session, the fee is \$150-\$200, and may increase at various intervals. The initial session cost is \$180 and may include gathering information from various sources. The charges are based on CPT codes that are routinely used for medical billing. If you have questions about these codes, I will explain them to you during our meeting.

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 I am a participating provider on your health insurance plan, I am obligated to accept their usual and customary fee. If I am not a participating provider on your health plan, you will be responsible for the session fee, and I will provide the necessary paperwork to submit to your insurance. You are responsible for notifying me about pre-authorization or treatment plans that are due. I may be required to provide clinical information to your insurance company. Payment of your co-pay or full payment is due at each session.

Other services: Charges for other services (such as school consultations and consultations with lawyers) are generally \$160 per hour and will include travel time. These charges are not billable to insurance. There will not be a fee for brief telephone contact (< 5 minutes) with the client or other professionals involved with the client. Longer telephone contact (>5 minutes) and other services such as report writing, will be charged at the hourly rate for therapy (\$150 per hour). These charges are not billable to insurance.

Missed sessions or cancellations: Once an appointment hour is scheduled, you will be expected to pay for it unless you provide at least 24 hours advance notice. Without such advance notice, you will be charged for the missed session. Please note that I cannot bill your insurance company for a missed session and you will be responsible for the full fee (\$150-\$200). If there is any problem with billing or paying the fees, please bring it to my attention. Such problems can interfere with our work, so they must be resolved openly and quickly. In case of an unexpected emergency or medical situation, I will consider waiving the fee once we have spoken.

Billing Arrangement

You will be expected to pay your copay or the full amount for each session at the time it is held, unless we agree otherwise. I (Dr. Lily Gutmann) may receive direct payment from the payment source. When there is a third party payer, I may need to submit diagnoses, a treatment plan, progress notes, a treatment summary, or an evaluation report to the payer. You (client) are responsible for payment even if the insurance company denies the claim. If there is an outstanding balance for more than 3 months, I reserve the right to submit the debt to a collection agency or file in small claims court. Any collection fees and expenses will be billed to you.

Please read and complete the information below.....

Name: _____

Client's Name: _____ Date of Birth: _____

Parent(s)/Guardian(s) Name(s) (if client is a minor): _____

In case of emergency while you are in therapy, please list a person whom you authorize me to contact:

Emergency Contact Name: _____

Relationship to you: _____

Phone number: _____

Address: _____

____ Yes, I (client/guardian) would like to be able to communicate clinical and private information that is not urgent, via email or text.

____ Yes, I (client/guardian) would like to be able to communicate general information that is not clinical, private or confidential and not urgent, via email or text.

E-mail address: _____

____ No, I (client/guardian) would not like to communicate via email or text

Consent for both adult clients and parents/guardians of minors:

I/we (client/guardians) _____ have read, assent to this document, *Practice Policies and Consent to Treatment*, and understand its contents. I/we have had the opportunity to read the *Notices of Privacy Practices*. Any of these materials are posted and available upon request. I agree to participate in the psychotherapy/evaluation (or allow my child to participate in the psychotherapy/evaluation) and pay the fees associated with these services.

For clients who are minors, I/we (parents/guardians) _____ waive the right to access the child's medical record and information, and for Dr. Lily Gutmann to have discretion in what she shares with parents/guardians about therapy. Dr. Lily Gutmann has permission to provide psychotherapeutic/evaluation services to the minor.

Signature (client or guardian #1)

Date

Signature (client or guardian #2)

Date

Lily M. Gutmann, Ph.D.

Date

Name: _____

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lilgutmann@hotmail.com
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Authorization For Use of Credit Card

I authorize Lily M. Gutmann, Ph.D. to electronically save my credit card information in order to pay for treatment, late cancellation or missed session fees, extended telephone calls, letter and report writing or any other services as agreed upon verbally or in the *Consent to Treatment* document.

Printed name

Signature

Date

IMPORTANT NOTICE:

We use a payment gateway that stores your card information and helps ensure security and fraud protection. You are responsible for keeping your payment information on file current. Please notify us of any credit card changes, especially expiration dates. Please monitor your credit card/bank charges. Payments received after the statement date will not show on statement. Please reconcile your account each month.

Name: _____

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Appointment Reminders

You can receive an appointment reminder to your email address, your cell phone (via a text message), or your home phone (via a computer generated voice message) before your scheduled appointments. Reminders are sent as a courtesy, but you will be held responsible for missed appointments whether or not a reminder is sent.

Your name: _____

Your email address: _____

Your cell phone number: _____

Where would you like to receive appointment reminders? (check one)

Via a text message on my cell phone (normal text message rates will apply)

Via an email message to the address listed above

Via an automated telephone message to my home phone

None of the above; I'll remember my appointments on my own.
(Missed appointment fees will still apply)

Appointment information is considered to be "Protected Health Information" under HIPAA. By my signature, I am waiving my right to keep this information completely private, and requesting that it be handled as I have noted above.

Signature

Date

Name: _____