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SERVICES AGREEMENT

Welcome to my practice. This document contains important information about my professional services and business policies. It also contains summary information about 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 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. Although these documents are long and sometimes complex, it is very important that you read them carefully. We can discuss any questions you have about the procedures at any time. When you sign this document, 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 you have not satisfied any financial obligations you have incurred

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.

Our first few sessions will involve an evaluation of your needs (or the needs of your child). 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.

MEETINGS & CANCELLATIONS

Regular attendance is a critical factor of successful therapy. You are financially responsible for your appointments or for those of your child. Once we agree on a time slot for you or your child, you are responsible for scheduling other events and appointments around the agreed upon time. Because unforeseen circumstances arise, however, the following policies have been adopted:

Inclement Weather: You will not be charged for appointments that need to be cancelled due to inclement weather where driving conditions are unsafe as long as you contact me before our scheduled appointment.

Adults: You may cancel two appointments each year without being charged if notice is given within **48 hours** of your scheduled appointment. You will not be charged for canceled appointments due to illness as long as you contact me before our scheduled appointment (at least 2 hours in advance if possible). All canceled appointments beyond the first two of the calendar year must be rescheduled within one month of the cancellation or you will be charged for the missed session.

Children: You will not be charged for canceled appointments due to your child's illness as long as you contact me before our scheduled appointment (at least 2 hours in advance if possible). You will not be charged for sessions that your child misses due to family vacations as long as notice is provided at least one week in advance. More notice should be given for extended absences so that your child can be prepared for the break in treatment.

If, on occasion, you choose to cancel one of your child's appointments for personal reasons, I will do my best to offer you an appointment within the next week to reschedule the missed appointment. If this is not possible, however, you will be charged for the missed session. You will also be charged for all of your child's missed appointments that are not canceled prior to the session.

PROFESSIONAL FEES

I am available for child, adolescent and adult evaluation and treatment, school consultation and supervision. My fee is \$250.00 per 45 minute therapy/evaluation session, and \$330 per 60 min. parent consultation session. In addition, I charge \$330.00 per hour 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 may include report writing, telephone conversations with client or parents lasting longer than 15 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. I typically raise my fee at the start of the New Year in keeping with rental property increases, cost of living,

and the rates of other private psychological practices in our area. You will be notified in writing in advance of upcoming fee increases, and are welcome to discuss any questions or concerns with me directly, including special arrangements for payment.

ALL CLIENTS are required to provide ACH checking account withdrawal information. Billing statements are emailed during the first week of each month, and automatic payment will be withdrawn at this time.

The option to have your balance charged on a credit card each month is available upon request. If you request this option you may choose to have your balance plus the 3% transaction fee charged each month automatically.

CONTACTING ME

Due to my work schedule, I am often not immediately available by telephone. In addition, I will not answer the phone when I am with a patient. When I am unavailable, my telephone is answered by voice mail. I check messages regularly throughout the day. I will make every effort to return your call within 24 hours, with the exception of weekends and holidays. If you are difficult to reach, please inform me of some times when you will be available. If you are unable to reach me and feel that you can't wait for me to return your call, contact your family physician or the nearest emergency room and ask for the psychologist or psychiatrist on call. If I will be unavailable for an extended time, I will provide you with the name of a colleague to contact, if necessary.

SOCIAL MEDIA AND ELECTRONIC COMMUNICATIONS

I utilize email primarily for basic communication with parents, which might include coordinating schedules, providing brief updates, sending monthly invoices, or planning a phone session. If you choose to email, please understand that email is not completely confidential or secure. I do not use email as a means for extensive communication about clinical matters, and request that you call or text (rather than email) me for cancellations at least 48 hours before the scheduled appointment. In order to protect client confidentiality and to maintain the integrity and purpose of the therapist/client relationship, I do not "fan," "friend," "follow," or interact with clients or clients' family members through social media (i.e. Twitter, LinkedIn, Facebook, etc.). I utilize texts occasionally with clients or parents for scheduling purposes or brief communications.

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:

- 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 the Notice attached).
- You should be aware that I practice with other mental health professionals and that I may, at times, employ administrative staff. In most cases, I need to share protected information with these individuals for both clinical and administrative purposes, such as scheduling, billing and quality assurance. All of the mental health professionals are bound by the same rules of confidentiality. All staff members have been given training about protecting your privacy and have agreed not to release any information outside of the practice without the permission of a professional staff member.
 - Disclosures required by health insurance 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 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 your diagnosis and treatment, such information is protected by the psychologist patient privilege law. I cannot provide any information without your (or your legal representative's) written authorization, or court order. If a subpoena is served on me with appropriate notices, I may have to release information in a sealed envelope to the clerk of the court issuing the subpoena. 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 for them.
- If a patient files a complaint or lawsuit against me, I may disclose relevant information regarding that patient in order to defend myself
- If a patient files a worker's compensation claim, I must, upon appropriate request, provide a copy of any mental health report.
- 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 know or have reason to suspect that a child has been or is in immediate danger of being a mentally or physically abused or neglected child, the law requires that I file a report with the appropriate governmental agency, usually the Department of Social Services. Once such a report is filed, I may be required to provide additional information.
- If I have reason to suspect that an adult is abused, neglected, or exploited, the law requires that I report to the Department of Welfare or Social Services. Once such a report is filed, I may be required to provide additional information.
- If a patient communicates a specific threat of immediate serious physical harm to an identifiable victim, and I believe he/she has the intent and ability to carry out the threat, I am required to take protective actions. These actions may include notifying the potential victim or his/her guardian, contacting the police, or seeking 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.

LEGAL MATTERS AND COURT PROCEEDINGS REGARDING MINORS

Although my responsibility to your child may require my involvement in conflicts between parents, I need your agreement that my involvement will be strictly limited to that which will benefit your child. This means, among other things, that you will treat anything that is said in session with me as confidential. Neither parent/legal guardian will attempt to gain advantage in any legal proceeding from my involvement with your child. In particular, I need your agreement that in any such proceedings, neither parent/legal guardian will ask me to testify in court, whether in person, or by affidavit. You also agree to instruct your attorneys not to subpoena me or to refer in any court filing to anything I have said or done.

Note that such agreement may not prevent a judge from requiring my testimony, even though I will work to prevent such an event. If I am required to testify, I am ethically bound not to give my opinion about either parent's custody or visitation suitability. If the court appoints a custody evaluator, guardian ad litem, or parenting coordinator, I will provide information as needed (if appropriate releases are signed or a court order is provided), but I will not make any recommendation about the final decision. □ Furthermore, if I am required to appear as a witness, the party responsible for my participation agrees to reimburse me at my hourly rate for time

spent traveling, preparing reports, testifying, being in attendance, and any other case-related costs.

PROFESSIONAL RECORDS

The laws and standards of my profession require that I keep Protected Health Information about you in your Clinical Record. Except in unusual circumstances that involve a substantial risk of imminent psychological impairment or imminent serious physical danger to yourself and others, I must provide you with access to and/or a copy of your record if you request it in writing. I will notify you if anything is withheld. 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. If I refuse your request for access to your records, you have a right of review, which I will discuss with you upon request.

PATIENT RIGHTS

You have certain rights with regard to your Clinical Record and disclosures of protected health information. These rights include requesting that I amend your record; requesting restrictions on what information from your Clinical Record 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

Children of any age have the right to independently consent to and receive mental health treatment without parental consent and, in that situation, information about that treatment cannot be disclosed to anyone without the child's agreement. While privacy in psychotherapy is often crucial to successful progress, particularly with adolescents, parental involvement is also essential to successful treatment. When working with younger children, some private information may need to be shared with parents. As children move towards adolescence, I generally request an agreement between my patient and his/her parents allowing me to share 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 upon request. Any other communication will require the adolescent'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 receive a statement for professional services for the previous month at the beginning of the following month indicating the amount charged and documenting details for all services rendered. If you have extenuating circumstances that prevent you from making your monthly payment in full, please feel free to contact me so that we can discuss alternate arrangements.

INSURANCE REIMBURSEMENT

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. If necessary, I will ask you to fill out an authorization so that I can provide information to your insurance company that will allow me to provide the information necessary to secure payment for the services I provide for you. This authorization will be in effect for one year, but can be revoked at any time. However, if revoked, I will continue to have the right to forward information necessary to process claims for services already provided.

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 and brief substantiation of that diagnosis. Sometimes I am required to provide additional clinical information. This information is limited to the date of treatment and brief description of the services provided, including the type of therapy provided. 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 potential problems described above.

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