

Trent H. Evans, Ph.D.
1009 Frederick Road
Catonsville, MD 21228
410-538-2675

OUTPATIENT SERVICES CONTRACT

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 my Informed Consent for Treatment form, everything in this Outpatient Services Contract 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 client, and the particular problems for which you are seeking psychotherapy. 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 task will be 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 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

The first 1-3 sessions will involve an evaluation of your needs and a time to decide if I am the best person to provide the services you need in order to meet your treatment goals. If either you or I decide that I cannot address your needs appropriately, I will offer you a referral to another mental health professional. If psychotherapy is begun, I will usually schedule one 45-minute session per week at a time we agree on, although the session frequency will be something we determine together. Once an appointment hour is scheduled, you will be expected to pay a \$75 fee if you do not attend unless you provide 24 hours advance notice of cancellation. Exceptions to this policy will be determined on a case-by-case basis when there are extraordinary circumstances.

PROFESSIONAL FEES, BILLING, AND PAYMENTS

Listed below are the current fees for my services:

Initial Evaluation (60-75 minutes)	\$195.00
45-50 min. Individual Therapy Session	\$145.00
Missed or Late Canceled Appointment	\$75.00 (no fee if cancellation is 24 hours in advance)
Administration Fee	\$25.00, applied after 30 days of unpaid balance

Other services include psychological testing, report writing, telephone conversations lasting longer than 15 minutes, attendance at meetings with other professionals you have authorized, preparation of records or treatment summaries, and the time spent performing any other service you may request of me. My hourly rate for these services is \$145, though I will break down the hourly cost if I work for periods of less than one hour.

If you become involved in legal proceedings that require my participation, you will be expected to pay for my professional time even if I am called to testify by another party. Professional time includes the entire court process, including but not limited to, consultation with attorneys, consultation with other interested parties, travel time, waiting to testify, research, preparing written briefs, and actual testimony. Because of the difficulty of legal involvement, I charge \$250 per hour for my professional time, with a minimum charge of 4 hours.

My goal is to avoid this scenario entirely and it is why I ask you in my intake from whether you are a party to any kind of lawsuit. If you are seeking my services in any context that could potentially involve discussing you in a legal setting, I expect you to tell me so at the outset. The most likely response you will receive from me in that case is a referral to another professional. I have experience in court settings as a forensic psychologist but my work with you is not intended to address any kind of legal issue that constitutes forensic psychology.

It is important for you to know that I will not be a party to any legal proceedings against current or former clients. My goal is to support my clients to achieve therapy goals – not to address legal issues that require an adversarial approach. Clients entering treatment are agreeing to not involve me in adversarial legal/court proceedings or attempt to obtain records of treatment for legal/court proceedings when relationship, marital or family therapy has been unsuccessful at resolving disputes. This prevents misuse of your treatment for legal objectives.

I accept payment by cash, check, or credit card. You will be expected to pay for each session at the time it is held, unless we agree otherwise. I do not have any extra fee for credit card payment, and I can keep your credit card information on file so that you do not have to provide your credit card information at every session. I have the right to increase fees, but will always give you a minimum of three months notice before doing so.

If your account has not been paid for more than three months 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 such legal action is necessary, its costs will be included in the claim. In most collection situations, the only information I release regarding a patient's treatment is his/her name, the nature of services provided, and the amount due. Please understand that I consider this an option of last resort which I will avoid if at all possible. I have yet to file any claim against a client in my 20+ years of professional practice even though on isolated occasions I have had legal justification to do so. In circumstances of unusual financial hardship, I may be willing to negotiate a fee adjustment or payment installment plan.

INSURANCE REIMBURSEMENT

I am no longer an in-network provider on any insurance plans. In order for us to set realistic treatment goals and priorities, it is important to evaluate what resources you have available to pay for your treatment. Many insurance policies provide some coverage for mental health treatment with an out-of-network provider like me. I will provide you with a 'superbill' which contains all

the information needed for you to seek reimbursement for my fees; however, you (not your insurance company) are responsible for full payment of my fees at the time of service. It is very important that you find out exactly what mental health services your insurance policy covers and whether you are able to receive reimbursement for an out-of-network provider.

You should also be aware that most insurance companies require you to allow me to provide them with a clinical diagnosis. Sometimes I have to provide additional 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. 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 filing for reimbursement with your insurance, they may require me to provide such information to them as a condition of you being reimbursed. I will try to keep that information limited to the minimum necessary.*** It is important to remember that you always have the right to pay for my services yourself without filing for reimbursement to avoid these confidentiality concerns.

IMPORTANT INFORMATION REGARDING MEDICARE

If you are a Medicare recipient, you should understand that I am not a Medicare provider. If you decide to engage my services, you agree that you will not seek reimbursement for my services from Medicare. Your signature on my Informed Consent for Treatment form constitutes an agreement between us that you will not seek such reimbursement from Medicare and will pay for my services out-of-pocket at the rate listed in this contract and will give up any right to be reimbursed for them via Medicare.

CONTACTING ME

I am most often not immediately available by telephone. When I am unavailable, my telephone is answered by voice mail which I monitor frequently. I will make every effort to return your call on the same day you make it, 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 your need to speak with me is urgent, you can send me a message via my Client Portal or by email at trent@trentevans.com (see my electronic communication policy below). Both Client Portal messages and emails are pushed to my cell phone although I cannot guarantee that I will be able to read them in any particular time frame. Do not use electronic messaging for an emergency. If you are unable to reach me and you believe it is an emergency, call 911 or go to the nearest emergency room. You

may also call 1-800-273-TALK if you are in a crisis, whether or not you are thinking of harming yourself.

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, 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.

It is very important to be aware that unencrypted email communication can be relatively easily accessed by unauthorized people and hence can compromise the privacy and confidentiality of such communication. Emails are vulnerable to such unauthorized access due to the fact that servers or communication companies may have unlimited and direct access to all emails that go through them. It is also always a possibility that email can be sent erroneously to the wrong address and computers. This is why I provide you with a HIPAA-compliant secure messaging platform via my Client Portal. At the outset of our work together, I will send you an invitation which will allow you to register for the portal. I will use this to communicate with you and also from time to time I may send you an assessment measure via the portal. You can access the portal at <https://trent.mytheranest.com>. I encourage you to use the portal to send me any electronic communication.

If you communicate with me via unencrypted email, I will assume that you have made an informed decision, will view it as your agreement to take the risk that such communication may be intercepted, and I will honor your desire to communicate in this way.

Because text messaging is an unsecure mode of communication, I do not text message nor do I respond to text messages from anyone in treatment with me. Please do not text message me unless we have made other arrangements.

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 may have professional social media accounts on which I will sometimes post useful links or information. However, I will not use those accounts to communicate with you. I do participate on social media networks in my personal 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, as I will not respond.

I have a website at trentevans.com that you are free to access. I use it for professional reasons to provide information to others about me and my practice and to provide resources for my clients. 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.

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. Although I recognize there is no law preventing you from doing so, attempting to seek out personal information about me online is not consistent with our professional relationship, and I ask that you respect my personal privacy.

It has become increasingly common 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 of me, 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, even if you plan to write only positive things.

PROFESSIONAL RECORDS

The laws and standards of my profession require that I keep treatment records. You are entitled to receive a copy of your records, or I can prepare a summary for you instead. Because these are professional records, they can be misinterpreted by untrained readers. If you wish to see your records, 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 professional time spent in responding to information requests.

MINORS

If you are under eighteen years of age, please be aware that the law may provide your parents the right to examine your treatment records. It is my policy to request an agreement from parents that they give up access to your records. If they agree, I will provide them only with general information about our work together, unless I feel there is a high risk that you will seriously harm yourself or someone else. In this case, I will notify them of my concern. Also understand that even if they waive their rights to access your record, there is a possibility that they legally may be able to do so if they change their mind later despite my objection. Before giving them any information, I will discuss the matter with you, if possible, and do my best to handle any objections you may have with what I am prepared to discuss.

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.

In most legal proceedings, you have the right to prevent me from providing any information about your treatment. In some proceedings 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 I am subpoenaed, I will do my best to fight it and avoid breaking your confidentiality, but ultimately I must comply with any legitimate 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's treatment. For example, if I believe that a child, elderly person, or disabled person is being abused, I must file a report with the appropriate state agency.

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.

These situations rarely occur in the practice of psychologists. If a similar situation occurs, I will make every effort 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. If you don't object, I will not tell you about these consultations unless I feel that it is important to our work together.

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. I will be happy to discuss these issues with you if you need specific advice, but formal legal advice may be needed because the laws governing confidentiality are quite complex, and I am not an attorney.

This Outpatient Services Contract will be sent to you via my Client Portal at the outset of our work together. There will be a place for you to sign at that time, and your signature will indicate your agreement with its terms.