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OFFICE POLICIES & AGREEMENT FOR PSYCHOTHERAPY SERVICES

Welcome to my psychotherapy practice. Your first visit to a new psychotherapist is very important and you may have many questions. Please take time to read my office policies agreement carefully and let me know if you have any questions or need more information. When you sign the consent document I will provide, it will represent an agreement between us.

CONFIDENTIALITY

First and foremost, I place a high value on the confidentiality of the information that my patients share with me. This office policy information and agreement sheet was prepared to clarify my legal and ethical responsibilities regarding this important issue.

Personal information that you share with me may be entered into your records in written form. However, an effort is generally made to avoid entry of information which may be especially sensitive or embarrassing. I may use shorthand to serve as a reminder to me (and only me) of information you have presented. Persons from outside my office are not allowed access to my files.

RELEASE OF INFORMATION TO OTHERS

If for some reason there is a need to share information in your record with someone outside my office staff (for example, your physician or another therapist), you will first be consulted and asked to sign a form authorizing a release and transfer of the information. Because of the sensitive nature of the information contained in some records, you may wish to discuss the release of this material and related implications very carefully with me before you sign. I am bound by law not to release information on you without your written consent. The release of information consent form you will sign will specify the information which you give me permission to release to the other party and will specify the time period during which the information may be released. You can revoke your permission at any time by simply giving me written notice.

EXCEPTIONS TO CONFIDENTIALITY

There are several important instances when confidential information may be released to others.

1. If you have been referred to me by the Court ("court ordered"), you can assume that the Court wishes to receive some type of report or evaluation. You should discuss with me exactly what information may be included in a report to the Court before you disclose any confidential material. In such instances, you have a right to tell me only what you want me to know.
2. If you are involved in litigation of any kind and inform the court of the services that you received from me (making your mental health an issue before the court), you may be waiving your right to keep your records confidential. You may wish to consult your attorney regarding such matters before you disclose that you have received treatment.
3. If you threaten to harm either yourself or someone else and I believe your threat to be serious, I am obligated under the law to take whatever actions seem necessary to protect people from harm. This may include divulging confidential information to others and would only be done under unusual circumstances where someone's life appeared to be in danger.
4. If I have reason to believe that you are abusing or neglecting your children, I am obligated by law to report this to the appropriate state agency. The law is designed to protect children from harm and the obligations to report suspected abuse or neglect are clear in this regard.
5. If I have reason to believe that a vulnerable adult has been subjected to abuse, neglect, self-neglect, or exploitation, I must report this belief to the appropriate authorities.

In addition, there may be some other rare instances in which you waive your rights to have your records protected. If you are involved in any type of current or potential legal difficulties, I suggest that you discuss such matters with your attorney before informing others of the services you have received here.

I make every reasonable effort to safeguard the information which you may share with me. There are, however, certain instances when I may be obligated under the law to release such information to others. If you have any questions about confidentiality, please discuss them with me.

EMAIL, VOICE MAIL, FAX, AND SOCIAL MEDIA COMMUNICATION

I use email to communication with my patients. I prefer using email only to arrange or modify appointments. Please do not email me content related to our psychotherapy sessions, as email is not completely secure or confidential. However, if you choose to communicate with me by email, please be aware that all emails are retained in the logs of your Internet service providers.

You should also know that any emails I receive from you and any responses that I send to you become a part of your treatment record.

E-mail, voice mail, and fax communication can be easily accessed by unauthorized people, compromising the privacy and confidentiality of such communication. Please notify me at the beginning of treatment if you would like to avoid or limit in any way the use of any or all of these communication devices. *Do not contact me via e-mail or faxes for emergencies.*

TELEHEALTH

On October 1, 2012, Maryland became the 13th state to require private sector insurance companies to pay for telehealth services in mandating that private payers cover telehealth services that are considered medically necessary and would otherwise be covered when provided face-to-face.

Maryland’s law defines telemedicine (or telehealth) as “interactive audio, video or other telecommunications or electronic technology... to deliver a health care service.” As such, the law does not apply to audio-only phone conversations, email messages or faxes between providers and patients.

The law requires that health insurers and managed care organizations (MCOs) provide coverage for health care services provided appropriately using telehealth technology, and that coverage cannot be denied because services were provided through telehealth rather than in-person. Insurers are not required to cover telehealth services if the health services would not be a covered benefit even if provided in person, or if the provider is out-of-network.

MD State Law Telemedicine/Telehealth Definition:

“Telehealth means the use of telecommunications and information technologies for the exchange of information from one site to another, for the provision of health care to an individual from a provider through hardwire or Internet connection.”

(Source: MD Health Occupations Annotated Sec. 2-101)

Telemedicine means, as it relates to the delivery of health care services, the use of interactive audio, video, or other telecommunications or electronic technology:

By a health care provider to deliver a health care service that is within the scope of practice of the health care provider at a site other than the site at which the patient is located; and That enables the patient to see and interact with the health care provider at the time the health care service is provided to the patient.

(Source: Health General Code 15-105.2)

Services by electronic means, including but not limited to telephone communication, the Internet, facsimile machines, and e-mail is considered telemedicine by the State of Maryland (see above). Thus, telemedicine is broadly defined as the use of information technology to deliver medical services and information from one location to another. If you and I chose to

use information technology for some or all of your treatment, you need to understand that:

1. You retain the option to withhold or withdraw consent at any time without affecting the right to future care or treatment or risking the loss or withdrawal of any program benefits to which you would otherwise be entitled.
2. All existing confidentiality protections are equally applicable.
3. Your access to all medical information transmitted during a telemedicine consultation is guaranteed, and copies of this information are available for a reasonable fee.
4. Dissemination of any of your identifiable images or information from the telemedicine interaction to researchers or other entities shall not occur without your consent.
5. There are potential risks, consequences, and benefits of telemedicine. Potential benefits include, but are not limited to improved communication capabilities, providing convenient access to up-to-date information, consultations, support, reduced costs, improved quality, change in the conditions of practice, improved access to therapy, better continuity of care, and reduction of lost work time and travel costs. Effective therapy is often facilitated when the therapist gathers within a session or a series of sessions, a multitude of observations, information, and experiences about the client. Therapists may make clinical assessments, diagnosis, and interventions based not only on direct verbal or auditory communications, written reports, and third person consultations, but also from direct visual and olfactory observations, information, and experiences.

Risks may include, but are not limited to:

1. Lack of reimbursement by your insurance company
2. The technology dropping due to internet connections
3. Delays due to connections or other technologies
4. A breach of information that is beyond our control

Clinical risks will be discussed in more detail when we speak about telehealth, but may include:

1. Discomfort with virtual face-to-face versus in-person treatment,
2. Difficulties interpreting non-verbal communication, and
3. Limited access to immediate resources if risk of self-harm or harm to others becomes apparent.

Again, you and I will discuss the specifics of telehealth with you prior to proceeding with using technology as a resource and format for your psychotherapy.

FRIENDING

I do not accept friend or contact requests from current or former patients on any social networking site (Facebook, LinkedIn, etc). I believe that adding my patients as friends or contacts on these sites can compromise your confidentiality and our respective privacy. It may also blur the boundaries of our therapeutic relationship. If you have questions about this, please bring them up when we meet and we can talk more about it.

CANCELLATIONS & LATENESS

Since scheduling of an appointment involves the reservation of time specifically for you, a minimum of **24 hours notice** is required for re-scheduling or canceling your appointment. Your full fee will be charged for sessions missed without such notification.

If you are requesting a bill from me to send to your insurance company, be aware that most insurance companies do not reimburse for missed sessions.

If you are running late for your appointment, please phone or email me as soon as you can to let me know you will be late.

PHONE CALLS & EMERGENCIES

If you need to contact me between sessions, please leave a message for me at 410-230-7828. I check my messages at least twice each day, except on weekends or if I am out of town. If I am planning on being out of town, I will let you know in advance.

Emergency phone consultations of 5 minutes or less are normally free. However, if we spend more than 5 minutes in a week on the phone, if you leave more than five minutes worth of phone messages in a week, if I spend more than five minutes reading and responding to emails from you during a given week, or if I spend more than five minutes involved in case management or coordination of care, I will bill you on a prorated basis for that time. If you feel the need for many phone calls and cannot wait for your next appointment, we may need to schedule more sessions to address your needs. If an emergency situation arises, please indicate it clearly in your message to me.

If your situation is an acute emergency and you need to talk to someone right away, *Dial 911 or go to your nearest Emergency Room.*