

Focused Solutions, LLC

Client Services Agreement



This Agreement contains important information about our professional services and business policies. It also contains summary information about the Health Insurance Portability and Accountability Act (HIPAA), a federal law that provides new privacy protections and new client 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 requests that Focused Solutions, LLC provides you with a Notice of Privacy Practices for the use and disclosure of PHI for treatment, payment and health care operations. This notice, attached to this Agreement, explains HIPAA and its application to your personal health information in greater detail. The law requires that Focused Solutions, LLC obtain your signature acknowledging that Focused Solutions, LLC has provided you with this information by the end of our first session. Although these documents are long and sometimes complex, it is very important that you read them carefully before the end of your first session. You can discuss questions you have about the procedures at that time. When you sign this document, it will also represent an Agreement between us, although 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 there are obligations imposed on me by your health insurer in order to process or substantiate claims made under your policy; or if you have not satisfied any financial obligations you have incurred.

PSYCHOTHERAPY

Psychotherapy is not easily described in general statements. It varies depending on the personalities of the clinician and the client, and particular problems you are experiencing. There are many different methods clinicians may use to deal with the problems 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 in therapy 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 many benefits. Therapy often leads to better relationships, solutions to specific problems, and significant reductions in feelings of distress, but there are not guarantees of what you will experience.

Your first few sessions will involve an evaluation of your needs. By the end of the evaluation, your clinician will be able to offer you some first impressions of what therapy will include and a treatment plan to follow, if you decide to continue with therapy. You should evaluate this information along with your opinions of whether you feel comfortable working with your clinician. Therapy involves a significant commitment of time, money and energy, so you should be very careful about the therapist you select. If you have questions about Focused Solutions, LLC procedures, you should discuss them with

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your therapist whenever they arise. If your doubts persist, your therapist will be happy to help you set up a meeting with another mental health professional for a second opinion.

Focused Solutions, LLC normally conducts an assessment that will last from 1 to 2 sessions. During this time, you and your clinician can best decide to move forward with therapy or seek a referral to another mental health clinician. If psychotherapy has begun, sessions will be scheduled from 45 to 50 minutes weekly or biweekly at a time agreed upon by you and your clinician, although this will vary based on your needs. Once an appointment hour is scheduled, you will be expected to pay for it unless you provide a 24 hour advanced notice of cancellation. It is important to note that insurance companies do not provide reimbursement for canceled sessions. The fee for a missed or past due canceled session is \$65.00. Focused Solutions, LLC will not charge a missed session fee for clients using Employee Assistance Program benefits. Focused Solutions will charge the Employee Assistance Program for the missed session fee, pending the agreement with the Employee Assistance Program Vendor, which may result in the client waiving one available session. The fee / copayment for therapy sessions are due on the date of service. The fee /copayment will vary depending on the information provided by your insurance provider.

PROFESSIONAL FEES

Focused Solutions charges an hourly assessment fee of \$125.00 and an hourly psychotherapy fee of \$100.00. Focused Solutions will not charge you if you are using an Employee Assistance Program benefit. Focused Solutions, LLC will bill your Employee Assistance Program Vendor directly for payment. In addition to weekly appointments, Focused Solutions, LLC will charge this amount for other professional services you may need, though your clinician will break down the hourly cost if the clinician works for less than one hour. Other services include extensive document review, report/letter writing, telephone conversations lasting longer than 15 minutes, consulting with other professionals (therapists, physicians, psychiatrists, tutors, short-term disability vendors, attorneys, etc.) with your permission, preparation of records or treatment summaries, and the time spent performing any other service you may request of your clinician. If you become involved in legal proceedings that require your clinician's participation, you will be expected to pay for all of your clinician's time, including preparation and transportation costs, including waiting time, evening if your clinician is called to testify by another party. Because of the difficulty of legal involvement, we charge \$150 per hour for preparation and attendance at any legal proceeding.

Contacting Your Clinician

Due to your clinician's work schedule, immediate availability is not a service which can be offered. Your clinician will work a specific work schedule and will be in session most of that schedule. Your clinician will not answer telephone calls during a therapy session. When in session, your clinician monitors voicemail frequently and will make every effort to return your phone message within two business days. If you are difficult to reach, please inform your clinician of times when you will be available. In emergencies, you can page or identify your message as urgent. If you are unable to reach your clinician

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immediately and feel that you cannot wait for a returned phone call, contact your family physician, psychiatrist or the nearest emergency room. If your clinician will be unavailable for an extended time, he/she will provide you with the name of a colleague to contact, if necessary.

LIMITS ON CONFIDENTIALITY

The law protects the privacy of all communications between a patient and a licensed mental health professional. In most situations, your clinician can only release information about your treatment to others if you sign a written authorization form that meets certain legal requirements imposed by HIPAA and/or Maryland law. However, in the following situations, no authorization is required:

- Your clinician may occasionally find it helpful to consult other health and mental health professionals about a case. During a consultation, your clinician will make every effort to avoid revealing client identity. The other professionals are also legally bound to keep the information confidential. If you don't object, your clinician will not tell you about these consultations unless he/she feels that it is important to work together. Your clinician will note all consultations in your clinical record (which is called PHI in my Notice of Client Policies and Practices to Protect the Privacy of Your Health Information).
- In the event that your clinician begins to practice with other mental health professionals or employ administrative staff, your clinician may need to share protected information with these individuals for both clinical and administrative purposes. All of the mental health professionals are bound by the same rules of confidentiality. All staff has been given training about protecting your privacy and has agreed not to release any information outside of the practice without the permission of a professional staff member.
- Disclosures required by health insurances or to collect overdue fees are discussed elsewhere in this Agreement.
- 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 clinician-client privilege law. Your clinician cannot provide any information without your written authorization, or a court order. If you are involved in or contemplating litigation, you should consult with your attorney to determine whether court would be likely to order your clinician to disclose information.
- If a government agency is requesting the information for health oversight activities, your clinician may be required to provide it to them. Your clinician will make every effort to contact you when a government agency requests your information prior to release of information.
- If a client files a complaint or lawsuit against Focused Solutions, LLC, Focused Solutions, LLC may disclose relevant information regarding that client in order to defend ourselves.

There are some situations in which your clinician is legally obligated to take action, which your clinician believes are necessary to attempt to protect others from harm and your clinician may have to reveal some information about your treatment. These situations are unusual in our practice:

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- If your clinician has reason to believe a child or vulnerable adult has been subjected to abuse or neglect, or that a vulnerable adult has been subjected to self-neglect, or exploitation, the law requires that your clinician file a report with the appropriate government agency, usually the local office of the Department of Social Services. Once such a report is filed, your clinician may be required to provide additional information.
- If your clinician knows that a patient has propensity of violence and the patient indicates that he/she has the intention to inflict imminent physical injury upon a specified victim(s), your clinician may be required to take protective actions. These actions may include establishing and undertaking a treatment plan that is calculated to eliminate the possibility that the patient will carry out the threat, seeking hospitalization of the patient and/or informing the potential victim or the police about the threat.
- If your clinician believes that there is an imminent risk that a patient will inflict serious physical harm or death on him/herself, or that immediate disclosure is required to provide for the patient's emergency health care needs, your clinician may be required to take appropriate protective actions, including initiating hospitalization and/or notifying family members or others who can protect the patient.

If such a situation arises, your clinician will make every effort to fully discuss it with you before taking any action and your clinician will limit disclosure to what is necessary.

While this written summary of exceptions to confidentiality should prove helpful informing you about potential problems, it is important that you and your clinician discuss any questions or concerns that you may have now or in the future. The laws governing confidentiality can be quite complex, and Focused Solutions, LLC clinicians are not attorneys. In situations where specific advice is required, formal and legal advice may be needed.

PROFESSIONAL RECORDS

The laws and standards of the mental health profession required that your clinician keep Protected Health Information about you in your Clinical Record. Except in unusual circumstances that disclosure is reasonably likely to endanger the life or physical safety of you or another person, you may examine and/or request a copy of your Clinical Record, if you request it in writing. In those situations, you have a right to a summary and to have your record sent to another mental health provider. Because these are professional records, they can be misinterpreted and/or upsetting to untrained readers. In most circumstances, Focused Solutions, LLC is allowed to charge a copying fee of \$.60 per page. If Focused Solutions, LLC refuses your request for access to clinical records, you have a right of review with your clinician who will discuss concerns with you upon request.

PATIENT RIGHTS

HIPAA provides you with several new expanded rights with regard to your Clinical Records and disclosures of protected health information. These rights include requesting that your clinician amend

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your record; requesting restrictions on what information from your Clinical Records is disclosed to others; requesting an accounting of most disclosures of PHI that you have neither consenting nor authorized; determining the location to which protected information disclosures are sent; having any complaints you make about Focused Solutions, LLC policies and procedures recorded in your records; and the right to a paper copy of this Agreement, the attached Notice form, and Focused Solutions, LLC privacy policies and procedures. Your clinician will be happy to discuss any of these rights with you.

MINORS AND PARENTS

Patients under the age of 16 years of age, who are not emancipated, their parents should be aware that the law may allow parents to examine their child's treatment records. While privacy in **psychotherapy** is very important, particularly with teenagers, parental involvement is also essential to successful treatment. Therefore, it is usually our policy to request an Agreement from any patient between 16 and 18 and his/her parents allowing our clinician to share general information about the progress of treatment and their child's attendance at scheduled sessions. Your clinician may also provide a summary of their child's treatment when therapy is complete. Any other communication will require the child's authorization, unless your clinician feels that the child is in danger or is a danger to someone else, in which case, your clinician will notify the parents of his/her concern. Before giving parents any information, your clinician will discuss the matter with the child, if possible, and do their best to handle any objections he/she may have.

BILLING AND PAYMENTS

You will be expected to pay for each session at the time it is held. Focused Solutions, LLC accepts cash, checks, or pending your clinician's access, Visa/MasterCard. If your account has not been paid for more than 60 days and arrangements for payment have not been agreed upon, your clinician has the option of using legal means to secure payment. This may involve hiring a collection agency or going through small claims court which will require your clinician to disclose otherwise confidential information. In most collection situations, the only information Focused Solutions, LLC releases regarding a patient's treatment is his/her name, the nature of services provided, and the amount due. If such legal action is necessary, its costs will be included in the claim.

INSURANCE REIMBURSEMENT

In order for Focused Solutions, LLC and you to set realistic treatment goals and priorities, it is important to evaluate what resources you have available to pay for your treatment. If you have a health insurance policy, it will usually provide some coverage for mental health treatment. Insurance benefits have increasingly become more complex, it is sometimes difficult to determine exactly how much mental health coverage is available but is very important that you find out exactly what mental health services your insurance policy covers. 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, your clinician will provide you with information she/he can base on

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experience and will be happy to help you in understanding the information you receive from your insurance company. If it is necessary to clear confusion, your clinician will be willing to call the company on your behalf. All billing services will be provided by Psyquel Solutions, LLC. A contract has been signed by Focused Solutions, LLC and Psyquel Top Solutions, LLC to provide confidential billing to your health insurance. The contract signed between both parties, that is, Focused Solutions and Psyquel Solutions is bound by CFR 42 part 2 and your PHI will be maintained in a confidential manner. Focused Solutions, LLC will require you to complete a client information form to send to Psyquel Solutions for a completed authorization prior to services. If you have not completed the form prior to the initial session, services will not be rendered under your insurance carrier and the full assessment fee will be expected to be paid upon the first session date.

You should be aware that your contract with your health insurance company requires that your clinician provide information relevant to the services that your clinician provides you. Maryland permits clinicians to send some information without your consent in order to file appropriate claims. Clinicians are required to provide insurance companies with a clinical diagnosis. Sometimes clinicians are required to provide additional clinical information such as treatment plans or summaries, or copies of your entire Clinical Record. In such situations, your clinician will make every effort to release only the minimum information about you that is necessary for the purpose requested. Maryland law prevents insurers from making unreasonable demands for information, but there are no specific guidelines about what unreasonable includes. If your clinician/Focused Solutions, LLC believes that your health insurance company is requesting an unreasonable amount of information, your clinician will bring this to your attention and your clinician and you can discuss next steps. You can instruct your clinician to not send requested information, but this could result in claims not being paid and an additional financial burden being placed on you. Once the insurance company has this information, it will become part of the insurance company files and will probably be stored in a computer. Your clinician will provide you with a copy of any report submitted to the insurance company among your request. By signing this Agreement, you agree that Focused Solutions, LLC can provide requested information to your carrier. Once Focused Solutions, LLC has your information about your insurance coverage, your clinician will discuss treatment expectations and how your benefits can best accomplish the treatment plan. Your clinician will discuss what will happen if benefits do not cover the treatment plan/approach. It is always important to remember that you have the right to pay for therapeutic services yourself to avoid the problems described above unless prohibited by contract.

Your signature below indicates that you have read the information in this document; consent to mental health therapeutic services; agree to abide by the terms of this Agreement during our professional relationship; and acknowledge receipt of the Notice of Privacy Practices.

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ACKNOWLEDGEMENT OF RECEIPT OF NOTICE OF PRIVACY PRACTICES

- You may refuse to sign this acknowledgement

Please Initial Below

___ I agree to the terms of Psychotherapy/EAP Sessions

___ I understand the limitations of confidentiality as informed by my Clinician and stated in this Agreement

___ I understand missing a session that has not been canceled 24 hours prior to the scheduled session will result in a \$65.00 out-of-pocket fee and will not be billed to the insurance

___ I understand further fees will be applied if I request documentation/copy of my records

___ I understand Focused Solutions contracts with Psyquel Solutions to perform billing services

___ I understand Focused Solutions will conduct business and adhere to HIPAA and CFR 42

I have read/received a copy of Focused Solutions, LLC Notice of Privacy Practices and agree to all points to the client services agreement.

Please Print Name (Responsible Party)

Patient Name

Signature

Date

For Office Use Only

Focused Solutions, LLC attempted to obtain written acknowledgement of receipt of our Notice of Privacy Practices, but acknowledgement could not be obtained because:

- Individual refused to sign
 - Communication barriers prohibited obtaining the acknowledgement
 - An emergency situation prevented us from obtaining acknowledgement
- Other (Please Specify) _____