

Diversified Lifestyle Services

Helping Others Reach Their Full Potential

CLIENT SERVICES AGREEMENT FORM

Welcome to Diversified Lifestyle Services (DLS) a subsidiary of Lancaster, Frazier, and Associates, LLC. 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 privacy protections and 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. 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. 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 DLS unless we have taken action in reliance on this agreement or if you have not satisfied any financial obligations you have incurred.

COUNSELING SERVICES

Your first appointment (or more, in some cases) 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 your work may include and recommendations for getting help. One of the recommendations may be individual counseling. It is your choice to start your therapeutic work with the Clinician who assessed you or with someone else. If you decide to work with someone else we are more than willing to help you find the most suitable match for you.

Counseling is not easily described in general statements. It varies depending on the particular problems you are experiencing, the therapeutic methods used by your Clinician, and the personalities of the Clinician and client. There are many different methods Clinicians may use to deal with the problems that you hope to address. Counseling is not like a medical doctor visit. Instead, it calls for a very active effort on your part. In order for the counseling to be most successful, you will have to work on things that are discussed both during your sessions and on your own.

Counseling can have benefits and risks. Since counseling often involves discussing unpleasant aspects of your life, you may experience uncomfortable feelings like sadness, guilt, anger, shame, frustration, loneliness, and helplessness. The changes you make in counseling may also affect your relationships in unexpected ways. Counseling has also been shown to have many benefits. Counseling 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.

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APPOINTMENTS

The initial evaluation will last from one to two sessions. During this time, you and your Clinician can both decide if she/he is the best person to provide the services you need in order to meet your treatment goals. If counseling is begun, your Clinician will usually schedule one appointment per week at a time you each agree on. Once an appointment is scheduled, you will be expected to attend unless you provide advance notice of cancellation. If you need to cancel an appointment, it is your responsibility to contact us to cancel.

PROFESSIONAL FEES

- ◇ Initial Intake Evaluation/ Diagnostic Assessment: \$150 per 45 minute session
- ◇ Individual Counseling (Face to Face/Telehealth): \$150 for 60 minute session, \$125 per 45 minute session, and \$90 for 30 minute session
- ◇ Family/Couples Counseling: \$150 per 45 minute session
- ◇ Group Counseling: \$60 per person per 90 minute session
- ◇ SAP Evaluations: \$475 (\$675 for SAP Process)
- ◇ Summary Letters: \$50 per letter
- ◇ Reports: \$100 per report
- ◇ **Missed Appointment/Late Cancellation (less than 24 hrs): \$50**
- ◇ After two no-shows/late cancellations, client may be placed back on the waiting list
- ◇ **Fees for reports, testing, letters, phone calls over 5 minutes, generating reports, consulting with other agencies and professionals at your request, paperwork and depositions resulting from a subpoena, and the time spent performing any other services you may request. These services will be charged as they occur. DLS Clinicians do not testify in court cases unless under subpoena to do so. These services will not be billed to insurance or most third party payers and are therefore your financial responsibility.** Payment is due in advance of the service being provided.
- ◇ Deductible, co-insurance, and/or co-pay amounts, in addition those services not covered by another payer, are due at the time of each visit.
- ◇ Although we may bill your insurance company and/or third party payer, **you are ultimately responsible for payment of services rendered, and for contacting your insurance company and/or third party payer if payment is not received in a timely manner.**
- ◇ If your bill for services rendered is not paid within 30 days, we may find it necessary to turn your account over to a collection agency. We will make every effort to avoid this by working with you to ensure timely payments on your account. However, if it does become necessary to turn your account over to a collection agency, we reserve the right to charge an additional collection fee.

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- ◇ For your convenience, we accept Visa, MasterCard, Cash, Money Orders, Paypal (diversifiedlifestyle@yahoo.com) and CashApp (\$dlsdmv) payments. WE DO NOT ACCEPT CHECKS

CONTACTING US

We answer our main office number (**301-804-8279**) Monday through Friday, 8am to 5pm. Your Clinician will provide you with their mobile number to contact them in between sessions as needed. Email is not a secure medium in terms of privacy and confidentiality so our policy regarding, electronic communication, and cell phone use includes the following:

- ◇ We do not provide counseling/counseling via email or text messaging.
- ◇ Email will be used for administrative tasks only (as defined above).
- ◇ Clinicians may not acknowledge or return emails or text messages that are not administrative. This includes emergency texts and emails.
- ◇ Telehealth counseling is allowed if you are within the state of Maryland and/or the District of Columbia and there is completed intake paperwork on file. *Insurance coverage of the service varies by plan and often requires prior approval.*
- ◇ If your Clinician leaves for an extended period of time you will be given the information for another licensed Clinician with whom you may contact if you have a crisis during your Clinician's absence.
- ◇ If you have an emergency DO NOT contact your Clinician's cell phone, email, or the main number. Instead go to the nearest emergency department or call 911. Your Clinician should be contacted after the emergency is addressed.

SOCIAL MEDIA

Clinicians' may use Social media, including but not limited to Facebook and Twitter, in this practice as tools for marketing services and disseminating information. Social media of any kind are **not** secure in terms of privacy and confidentiality so our policy regarding the use of social media includes the following:

- ◇ We do not provide counseling via social media.
- ◇ Clinicians will not acknowledge or return private messages delivered via social media.
- ◇ Clinicians will not acknowledge or respond to client emergencies delivered via social media.
- ◇ If you have an emergency do not contact your Clinician via social media. Instead go to the emergency room nearest you or call 911.
- ◇ You may use social media to reveal your own identity as a client of DLS but you may not reveal the identity of another client. Doing so would be a breach of confidentiality and DLS would take all available steps to protect the revealed client's rights, including blocking the offending client from accessing our social media and referring the offending client to another practice.

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LIMITS OF CONFIDENTIALITY

The law protects the privacy of all communications between a client and a Clinician. In most situations, DLS can only release information about your treatment to others if you sign a written Authorization form that meets certain legal requirements imposed by HIPAA (included with this intake packet). There are other situations that require only that you provide written, advance consent, which is provided by signing this document. Your signature on this Agreement provides consent for the following activities:

- ◇ Although you will probably meet with only one Clinician, you are receiving services from the office of DLS. Consequently, you will have a file in our office to which all Clinicians and staff will have necessary access. We utilize theranest.com an online data storage service to store client records.

“TheraNest is HIPAA compliant. All data is stored securely using Amazon Web Services. Amazon's servers infrastructure are certified, ensure the highest physical security and guarantee a 99.9% uptime. You can read more at <https://aws.amazon.com/compliance>. Amazon Web Services are also, HIPAA, and SOC compliant. AWS has achieved ISO 27001 certification and is a Level 1 service provider under the PCI DSS standards. We perform continuous data backups and snapshots. All data in TheraNest are also encrypted using SSL in transit, and encrypted at rest”.

More information about TheraNest can be obtained at <https://www.theranest.com/home/faq>.

- ◇ In most cases, we need to share protected information within DLS for both clinical and administrative purposes, such as scheduling, records management, and quality assurance. All of the mental health professionals and staff are bound by the same rules of confidentiality.
- ◇ In providing, coordinating, or managing your treatment and other services related to your counseling care, DLS sometimes interacts with other professionals concerning your well-being. An example of this would be when we consult with another health care provider, such as a physician. We will acquire a release of information to keep on file if such coordination is necessary.
- ◇ If you are involved in a court proceeding and a request is made for information concerning your diagnosis and treatment, DLS cannot provide any information without a) your (or your legal representative's) written authorization, or b) a court order/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 DLS to disclose information.
- ◇ If a client files a complaint or lawsuit against DLS, we may disclose relevant information regarding that client in order to defend ourselves.
- ◇ If we have reasonable cause to suspect that a child has been or may be subjected to abuse or neglect or observe a child being subjected to conditions or circumstances that would reasonably result in abuse or neglect, the law requires that DLS file a report with the Maryland (MD) Department of Health and Human Services or with the District of Columbia's (DC) Child & Family Services Agency. Once such a report is filed, we may be required to provide additional information.

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- ◇ If we have reasonable cause to suspect that an elderly or disabled adult presents a likelihood of suffering serious physical harm and is in need of protective services, the law requires that DLS file a report with the MD Department of Health and Human Services or the DC Office of Aging. Once such a report is filed, we may be required to provide additional information.
- ◇ If we believe that it is necessary to disclose information to protect against a risk of serious harm being inflicted by you upon yourself, another person, or to the community, DLS may be required to take protective action. Depending on the situation, these actions may include initiating hospitalization and/or contacting the police. If such a situation arises, your Clinician will make every effort to fully discuss it with you before taking any action and we will limit our disclosure to what is necessary.
- ◇ If you disclose past sexual abuse by a mental health provider we are obligated to report this to the proper authorities and licensing entities.
- ◇ 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 we are not attorneys. In situations where specific advice is required, formal legal advice may be needed.

TELEHEALTH COUNSELING

Different methods of providing counseling services are evolving all the time. At DLS we will utilize those means ethically and therapeutically. Technology- assisted distance counseling for individuals, couples, and groups involve the use of the telephone or the computer to enable Clinicians and clients to communicate at a distance when circumstances make this approach necessary or convenient. Telehealth counseling involves synchronous distance interaction among Clinicians and clients using one-to-one or conferencing features of the telephone to communicate or what is seen and heard via video to communicate. Telehealth via video is conducted within our secure HIPAA compliant electronic health record (EHR) system, Theranest.

In order to utilize technology for counseling you will be asked to sign a telehealth counseling consent form.

PROFESSIONAL RECORDS

The laws and standards of our profession require that DLS keeps your Protected Health Information (PHI) about you in your clinical record. Your clinical record includes information about your reasons for seeking counseling, a description of the ways in which your problem impacts on your life, your diagnosis, the goals that we set for treatment, your progress towards those goals, your medical and social history, your treatment history, any past treatment records that I receive from other providers, reports of any professional consultations, and any reports that have been sent to anyone. Except in the unusual circumstance where disclosure is reasonably likely to endanger you and/or others or when another individual (other than another health care provider) is referenced and we believe disclosing that information puts the other person at risk of substantial harm, you may examine and/or receive a copy of your clinical record, if you request it

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in writing. Because these are professional records, they can be misinterpreted by and/or be upsetting to untrained readers. For this reason, DLS recommends that you initially review them in your Clinician's presence, or have them forwarded to another mental health professional so you can discuss the contents. In most circumstances, DLS is allowed to charge a copying fee of \$25 (and for certain other expenses). If DLS refuses your request for access to your clinical records, you have a right of review, which a Clinician will discuss with you upon request. In the event of your Clinician's death or incapacity, or the termination of the licensee's counseling practice, all records will be secured and archived with theranest.com records are password protected and will be secured by Antoinette Lancaster, Executive Director and Cassandra Frazier, Practice Manager.

TERMINATION, DEATH, OR INCAPACITY OF A CLINICIAN/TERMINATION CLOSURE OF PRACTICE

In the event of your Clinician's termination, death, or incapacity, all records created as a contract Clinician with DLS will be secured and archived with theranest.com on an encrypted electronic server. In the event of the closure of theranest.com or the death or incapacitation of its owner, records created by contracted Clinicians will be secured and archived on an encrypted electronic server. Access will be granted to Antoinette Lancaster or Cassandra Frazier.

CLIENT RIGHTS REGARDING PRIVACY AND HIPAA

We are in network for many insurance companies and we are willing to submit claims directly to your carrier for reimbursement. **In the event, that we are not in-network with your insurance carrier and you elect to submit your claims for reimbursement we will provide you with paperwork that you need.** You should be aware that in the process of filing for a third party payment, your contract with your health insurance carrier requires that your Clinician provide additional clinical information such as treatment plans or summaries, a diagnosis, or copies of your entire clinical record. 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, Clinicians have no control over what the insurance companies do with it once it is in their hands. In such situations, your Clinician will make every effort to release only the minimum information about you that is necessary for the purpose requested.

Clients under 18 years of age and their parents should be aware that the law may allow parents to examine their child's treatment records. Because privacy in counseling is often crucial to successful progress, particularly with teenagers, it is sometimes our policy to request an agreement from parents that they consent to give up their access to their child's records. If they agree, during treatment, your Clinician would provide them (if requested) only with general information about the progress of your treatment, and your attendance at scheduled sessions. If requested, your Clinician could also provide parents with a summary of your treatment when it is complete. Any other communication to your parents will require your authorization, unless we

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feel that you are in danger or are a danger to someone else, in which case, we will notify the parents of our concern. Before giving parents any information, your Clinician will discuss the matter with you, if possible, and do her/his best to handle any objections you may have. **In cases of divorce, a copy of the divorce decree indicating parental rights to view records and participate in treatment will be required.**

If you wish to file a complaint about a Clinician with DLS it is your right to do so by contacting the MD Board of Professional Counselors or the DC Board of Professional Counseling.

An individual who wishes to file a complaint in MD against a Licensed Professional may complete a form provided by the board and submit it to:

Kimberly B Link, J.D.
Executive Director
Board of Professional Counselors
4201 Patterson Avenue
Baltimore, MD 21215
Kimberly.link@maryland.gov
Fax # 410-358-1610

An individual who wishes to file a complaint in DC against a Licensed Professional may write to:

DC Board of Professional Counseling
899 North Capitol Street, NE
Second Floor
Washington, DC 20002
Phone # 202-442-5955
<https://dchealth.dc.gov/node/160252>

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