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CLIENT SERVICES AGREEMENT

Welcome to our practice! This document (the Agreement) contains important information about our professional services and business policies. It also contains 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) for the purpose of treatment, payment, and health care operations. HIPAA requires that we provide you with a Notice of Privacy Practices (the Notice). The Notice is attached to this Agreement and explains the application of HIPAA to your PHI in greater detail. The law requires that we obtain your signature acknowledging that we have provided you with this information at the end of this session. 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 represent an agreement between you and Alvord, Baker & Associates, LLC. You may revoke this Agreement in writing at any time.** That revocation will be binding on us unless we have taken action in reliance on it; if there are obligations imposed on us 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.

PSYCHOLOGICAL SERVICES

Psychotherapy cannot be described in general terms. It varies depending on the presenting concerns you or your child are experiencing. There are different methods we may use to deal with the problems that you are experiencing. Psychotherapy calls for an active effort on the part of the client. To increase the likelihood of success, it is important that you work on the things that we talk about both during **and** between sessions.

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 shown significant benefits in improving relationships, finding solutions to specific problems, leading to significant reductions of distress, and improving general quality of life. But there are no guarantees of what you will experience.

Some of the work that you and/or your child will be doing in therapy may elicit a temporary increase in anxiety, with the end goal of helping you/your child become more comfortable with situations that currently cause anxiety or other uncomfortable emotions. Therapy is a collaborative process, and the pace will be determined by the client's readiness to confront certain situations and practice actions steps.

For example, an evidence-based treatment for anxiety is exposure therapy. Some exposure activities may have a degree of risk involved (e.g., touching dirty objects and refraining from washing your

hands), however, all exposure tasks we conduct are deemed to be of minimal risk (i.e., on par with the level of risk that could be encountered in everyday life activities). If an adverse event were to happen during an exposure (e.g., a client faints at the sight of a picture of someone getting their blood drawn), the clinician will take appropriate measures to ensure the safety and well-being of the client, including reaching out for medical care if needed. Exposure sessions sometimes take place off-site at a range of locations (e.g., the mall, a restaurant, public transportation, your home). While we will do our best, we cannot guarantee confidentiality in sessions that occur outside the office as we do not have control over other people who may be present. If the clinician is present in person with the client, the clinician will take measures to prevent obvious identification as a health care provider. Alvord, Baker & Associates and the clinician are not responsible for any accident or injury that may occur during an exposure session.

By the end of the intake evaluation, we will be able to discuss initial clinical impressions and therapeutic goals. You should evaluate this information along with your own assessment about whether you feel comfortable working with us. We will also determine whether we are the appropriate therapy provider for your needs. Therapy involves a commitment of time, money, and energy, so you should be very careful about the clinician you select. If you have questions about our procedures, we should discuss them whenever they arise. If your doubts persist, we will be happy to help you secure an appropriate consultation with another mental health professional.

PROFESSIONAL FEES

Please refer to Schedule A. Professional Fees attached to this document.

As part of our intake process, it is possible that we may need to meet multiple times to help formulate and assess the appropriate treatment plan. Because these are diagnostic and evaluative appointments, they will be 60-minute intake sessions. In addition to appointments, it is our practice to charge a fee, on a prorated basis, for other professional services that you may require. These include report writing, telephone conversations that last more than 5 minutes, scoring tests you may take, attendance at meetings or consultations with other professionals which you have authorized, travel time to those meetings, preparation of records or treatment summaries, letters that we prepare to third parties on your behalf, or the time required to perform any other service which you may request of us. This may include extending session time as needed (e.g. exposure therapy). Please refer to our Schedule of Fees (attached). When crisis intervention is necessary, such as contacting other pertinent people (e.g., school personnel, caregivers, medical professionals), we will charge based on the 60-minute crisis code and subsequent 30-minute crisis code rate. Fees are evaluated annually, and rate increases may be warranted to cover costs associated with office space, support staff, and other overhead expenses.

If a fee increase will take place, it will generally go into effect on May 1. Those currently in treatment will be notified of any increases 30 days in advance of the effective date through our invoices. Should you become involved in litigation that may require our participation, you will be expected to pay for any of our professional time that is required, unless the other party has agreed or is compelled to pay. You should also be aware that we require a retainer to debit for related phone calls, record review, legal services, preparation and testimony for court or a deposition. The total amount charged will be prorated based on actual time utilized. The final fee will be adjusted accordingly and may be than the retainer amount. If you anticipate that you may be involved in litigation, please discuss this with us as soon as possible so that we may review your concerns.

BILLING AND PAYMENTS

You will be expected to pay for each session at the time it is held. Although responsibility for payment is yours, we agree to provide appropriate documentation in support of insurance claims. Your insurance may not cover this therapy or may only cover a portion of the charges. **Unless a session is cancelled 24 hours in advance, you will be charged for a missed appointment.** It is important to note that most insurance carriers do not reimburse for missed sessions. **Please note that should you cancel three or more consecutive sessions; we will no longer be able to guarantee your regular appointment time.** In the event that you are not able to keep current with your bill, a reasonable payment plan can be arranged, in writing, providing you are willing to establish collateral for your debt and make Alvord, Baker & Associates, LLC a secured creditor. Any payment plan that is subsequently developed will be incorporated into this agreement. In that event, you will be responsible for all costs and expenses of collection, including reasonable attorneys' fees.

INSURANCE AND INSURANCE REIMBURSEMENT

ALVORD, BAKER & ASSOCIATES, LLC DOES NOT PARTICIPATE IN ANY MANAGED CARE OR INSURANCE AGREEMENTS, INCLUDING TRI-CARE AND MEDICARE.

Alvord, Baker & Associates, LLC, is a non-participating provider and does not participate with any insurance carriers, or in managed care or any type of insurance agreements, including Tri-Care and Medicare. If you choose to seek services with Alvord, Baker & Associates, LLC, it is important that you understand this and recognize that you are entering into a private contract, which may be outside the context of your insurance plan.

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. We will provide you with assistance in helping you receive the benefits to which you are entitled; however, you (not your insurance company) are responsible for full payment of our fees. It is therefore important that you find out exactly what mental health services your insurance policy covers.

Please carefully read the section in your insurance coverage that describes mental health services. If you have questions about the coverage, call your plan administrator as insurance benefits have increasingly become more complex. Some plans are limited to a certain number of sessions. It may be necessary to seek approval for more therapy beyond those initially approved. While much can be accomplished in short-term therapy, some clients feel that they need more services after insurance benefits end.

You should also be aware that your contract with your health insurance company requires that we provide information relevant to the services that we provide to you if you submit claims. Maryland permits us to send some information without your consent in order to process and file appropriate claims. We are required to provide them with a clinical diagnosis and information typically limited to the Uniform Treatment Plan. Sometimes we are required to provide additional clinical information such as treatment plans or summaries, or copies of your entire Clinical Record. In such situations, we 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 we believe that your health insurance company is requesting an unreasonable amount of information, we will bring it to your

attention. You can instruct us not to 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 your claim information, it will become part of the insurance company files. Though all insurance companies claim to keep such information confidential, we 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. We will provide you with a copy of any report we submit if you request it. By signing this Agreement, you agree that we can provide requested information to your insurance carrier.

We do not accept payments issued directly from insurance companies. Certain insurance plans will allow you to see out-of-network providers and will only release reimbursement payments directly to the provider. In such cases, our policy is to return these payments to the insurance carriers. If we, Alvord, Baker & Associates, LLC, accepted an insurance carrier's payment, we may implicitly be required to follow the insurance company's recommendations for treatment and fees for service and this may differ from our standard of practice. Another possible situation is that some policies only permit clients to see out-of-network providers *if the client agrees not to utilize their mental health benefits*. This means that if you see an out-of-network provider, you are agreeing to forfeit your right to submit your invoices and you are unlikely to receive any reimbursement for the services provided.

Depending on the insurance plan (for example, Tri-Care), you may be denied reimbursement, even for the "allowable" amount permitted. You may also be forfeiting the right to submit a claim for services received at Alvord, Baker & Associates, LLC and if you submit a claim, you may not receive any reimbursement from your insurance carrier. You should understand that Tri-Care, and possibly other insurance providers, may deny you reimbursement for services; and that you also may be waiving any balance-billing protection included with your insurance plan, for any and all services provided by Alvord, Baker & Associates, LLC.

You are solely responsible for payment to Alvord, Baker & Associates, LLC, and if you have a conflict with your insurance carrier, it is your responsibility to resolve it directly with your carrier. You also agree that you will not hold Alvord, Baker & Associates, LLC responsible for any disputes that arise between you and your insurance carrier.

CONTACTING US

When we are unavailable, because we are in session or out of the office, our telephone is answered by a voicemail system that we monitor frequently. Please leave us a voicemail that includes times when you will be available. We will make every effort to return your call within 24 hours, with the exception of weekends and holidays. If you are unable to wait 24 hours for a return call, please follow instructions on our voicemail system and we will call as soon as we are able. In case of an emergency, call 911, your local crisis center or go to the nearest emergency room. Please be aware that emails may only be read during regular business hours and may not be read daily. We do not respond to clinical questions via email.

PERMISSION TO GO OUTSIDE/OFF PREMISES

We also conduct exposure challenges on the grounds near our offices or at an off-site location such as at a mall or school. Also, we often take children outside, during session, for example to play with robotic cars during group or have a team sport activity at a location off-site such as bowling or mini golf. If you

give permission for yourself and/or your child to participate in an outdoor activity with Alvord, Baker & Associates, please indicate below.

Client/Parent/Guardian 1: I or my child may leave the Alvord, Baker & Associates' office with the clinician. Yes No

Client/Parent/Guardian 2: I or my child may leave the Alvord, Baker & Associates' office with the clinician. Yes No

LIMITS ON CONFIDENTIALITY

The law protects the privacy of all communications between a client and a clinician. In most situations, we can only release information about your treatment to others if you sign the written Authorization Form that meets legal requirements imposed by HIPAA and/or Maryland law. **However, in the following situations, no authorization is required to disclose protected health information:**

- You should be aware that we practice with other mental health professionals and that we have administrative staff. In most cases, we need to share protected information with these individuals for both clinical and administrative purposes, such as scheduling, billing, and quality assurance. All the mental health professionals are bound by the same rules of confidentiality. All staff has been given training about protecting your privacy. We also have contracts with a computer technician. As required by HIPAA, we have a formal business associate contract with this business, in which it promises to maintain the confidentiality of this data except as specifically allowed in the contract or otherwise required by law. If you wish, we can provide you with the name of this organization and/or a blank copy of this contract. We may occasionally find it helpful to consult other health and mental health professionals about a case. During a consultation, we make every effort to avoid revealing the identity of the client. The other professionals are also legally bound to keep the information confidential. If you do not object, we will not tell you about these consultations unless we feel that it is important to our work together. We will note consultations outside the practice in your Clinical Record (which is called "PHI" in our Notice of Policies and Practices to Protect the Privacy of Client Health Information). Disclosures required by health insurers 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 doctor-client privilege.
- We cannot provide any information without your written authorization, a properly served subpoena that is not objected to on your behalf, or a court order, unless your mental health is an element of your claim or defense. In cases of separation/divorce/custody, a Best Interest Attorney or Privilege Attorney would make the determination of release of privileged information. If you are involved in or contemplating litigation, you should consult with your attorney to determine whether a court would be likely to order us to disclose information. If a government agency is requesting the information for health oversight activities, we may be required to provide it for them. If a client files

a complaint or lawsuit against us, we may disclose relevant information regarding that client in order to defend ourselves.

There are some situations in which we are legally obligated to take actions, which we believe are necessary to attempt to protect others from harm and we may have to reveal some information about a client's treatment. These situations are unusual in our practice.

- If we have reason to believe that 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 we file a report with the appropriate government agency, usually the local office of the Department of Social Services. Once such a report is filed, we may be required to provide additional information.
- If we know that a client has a propensity for violence and the client indicates that he/she has the intention to inflict imminent physical injury upon a specified victim(s), we 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 client will carry out the threat, seeking hospitalization of the client and/or informing the potential victim and/or the police about the threat.
- If we believe that there is an imminent risk that a client will inflict serious physical harm or death on him/herself, or that immediate disclosure is required to provide for the client's emergency health care needs, we may be required to take appropriate protective actions, including initiating hospitalization and/or notifying family members or others who can protect the client.

If such a situation arises, we will make every effort to fully discuss it with you before taking any action and we will limit our disclosure to what is necessary. **Except for situations in which we are legally required to breach confidentiality, you agree that we may use our professional judgment to determine what is and what is not shared with parents of child/minor clients.** This allows minors (particularly adolescents) to participate in therapy without feeling at risk of having their personal information shared with parents. This creates a private, therapeutic environment, and offers a respectful attitude to our minor clients. We welcome any questions or concerns about this aspect of our practice. 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.

MINORS & PARENTS

Clients under 18 years of age who are not emancipated, and 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 often essential to successful treatment. **You agree that we may use our professional judgment to determine what is and what is not shared with parents of child/minor clients.** We will also provide parents with a summary of their child's treatment if requested and we have permission from both parents. If we feel that the child is in danger or is a danger to someone else, we will notify the parents of our concern. Before giving parents any information, we will discuss the matter with the child, if possible, and do our best to handle any

objections he/she may have. In cases where there are disputes between parents (i.e. contested custody, etc.) we will abide by the decision made by the Best Interest attorney or privilege attorney regarding waiver of privilege of records.

PROFESSIONAL RECORDS

You should be aware that, pursuant to HIPAA, we keep Protected Health Information about you in our electronic health record system and a protected electronic folder. This is your Clinical Record. Your Clinical Record includes information about your reasons for seeking therapy, 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 we receive from other providers, reports of any professional consultations, copies of assignments you or your child completes, email communications, your billing records, and any reports that have been sent to anyone, including reports to your insurance carrier. Except in unusual circumstances that disclosure is reasonably likely to endanger the life or physical safety of you or another person, or during separation, or divorce, or custody proceedings, you may examine and/or receive a copy of your Clinical Record, if you request it in writing. Because these are professional records, they can be misinterpreted and/or upsetting to untrained readers. For this reason, we recommend that you initially review them in our presence or have them forwarded to another mental health professional so you can discuss the contents. In most circumstances, we are allowed to charge a copying fee (and certain other expenses). The exceptions to this policy are contained in the attached Notice Form. If we refuse your request for access to your Clinical Records, you have a right of review, which we will discuss with you upon request.

CLIENT RIGHTS

HIPAA provides you with several rights regarding your Clinical Records and disclosures of protected health information (PHI). These rights include requesting restrictions on what information from your Clinical Records is disclosed to others; requesting an account of most disclosures of PHI that you have neither consented to nor authorized; determining the location to which protected information disclosures are sent; having any complaints you make about our policies and procedures recorded in your records; and the right to a copy of this Agreement, the Notice form, and our privacy policies and procedures. We are happy to discuss any of these rights with you.

SOCIAL MEDIA POLICY

Due to concerns about your confidentiality and psychologist/clinical social worker privacy, we have decided to decline friend or contact requests from current or former clients on personal social networking sites (Facebook, LinkedIn, etc.). Alvord Baker has a Facebook page and we are happy for you to follow that page for information. Because Social Networking sites, such as Twitter, Facebook, and LinkedIn, are not secure, we do not respond to messaging or wall postings from clients on these sites. By posting on a public site, a clinician-client exchange may also need to be documented and become part of your clinical record.

We make every attempt to protect your privacy. Our front desk staff have the ability to send bills and other private information via "SecureMail" email system in which you must establish a password to open the message. While we use an encrypted email system on our end, you need to determine the security of

your own email system. Additionally, cell phone communication, texts and emails may not be secure because they might be viewable by a third party. It is between you and your clinician as to the level of email, text, and cell phone contact to be incorporated in the treatment. We do not provide clinical advice via email.

There are instances in which we find email to be convenient for both client and clinician. This includes communications such as appointment reminders, weekly Resilience Builder® parent letters, assignments, and photographs of information (e.g. whiteboard plans) during individual or group sessions. We have found using email is a fast way of getting materials to you. However, please understand that email is not necessarily a secured medium. If you would like emails, such as appointment reminders, weekly Resilience Builder® parent letters, assignments, and photographs of information (e.g. white board plans) during individual or group sessions emailed, please initial below and provide your email address below. Any other items communicated by email must be discussed with your clinician as we do not transmit clinical information via email.

Please know that if you provide us permission to communicate with you via email on matters such as appointment reminders, weekly Resilience Builder® parent letters, assignments, photographs of information (e.g. whiteboard plans) during individual or group sessions, as well as other information, the communications may include the name associated with the email address, as well as the name of the clinician, including clinician’s credentials, as well as the name of our practice.

Some of the clinicians in our practice may write for blogs or have a Twitter account for professional matters. Blogs and Twitter accounts are resources for educational purposes. If you follow or become a member of a clinician’s blog, there is a potential to compromise your confidentiality (e.g., identify your name through your login or handle). There is also a potential impact on our working relationship; therefore, this is a topic for further discussion with your clinician.

TELEHEALTH via VIDEO CONFERENCING

After intake and establishing a relationship, it may be determined – due to convenience, distance, or other circumstances that make “in-person” treatment challenging – that “face-to-face” or interactive video-conferencing may be the preferred method of receiving treatment at times. Video conferencing (VC) is a real-time interactive audio and visual technology that allows for delivery of service via computer, phone, or another electronic device. The VC system we use (www.zoom.us) meets standards of encryption and privacy protection. You will not have to purchase a plan nor provide your name when you “join” our meeting. VC may be used within our office location (room to room) for Parent Child Interaction therapy or other parent coaching. It may also be used when the clinician and client are in different locations. Licensure regulations only allow us to practice within the state that both client and clinician are located. There are some exceptions.

Telehealth (e.g., video conferencing) may be a particularly beneficial way to conduct exposure-based CBT because it enables exposures to be conducted in real-world settings when the client and clinician are in different locations. Your clinician will weigh these advantages against any potential risks prior to proceeding with telehealth sessions.

Regarding joining group via video, please understand that it is your responsibility to ensure that you and/or your child must be in a private space with no one else in the room in order to maintain confidentiality of all group members. A headset is recommended if there is a concern of voice(s) being

heard from another room. We must have a phone number to reach you in case of need. Further, interjurisdictional regulations still apply and you must let us know your location. For ongoing telehealth, we require a signed Telehealth Agreement.

Risks may involve, but are not limited to, the following: lack of reimbursement by your insurance company, the technology dropping due to internet connections, delays due to connections or other technologies, or there may be a breach of information that is beyond our control. Clinical risks will be discussed in more detail with your clinician, but may include your discomfort with the face-to-face vs. in-person treatment, difficulties interpreting non-verbal communication, and importantly, access to immediate resources should you feel at risk of harming yourself or someone else. Your clinician will discuss the specifics of telehealth with you before using the technology. Prior to telehealth sessions, the clinician and client will agree on a back-up plan, exchange phone numbers, and have the contact information of emergency personnel in the area on hand.

GROUP THERAPY

Alvord, Baker & Associates offers multiple types of groups including Resilience Builder Groups® (RBP), parent groups, CBT groups and mindfulness-based groups). There are specific fees and policies for each of our group programs. Please refer to our website and registrations forms for each.

The Resilience Builder Program® (RBP) is the largest group offering **and specifics are described** here as well as on the website. **Our Resilience Builder Program® groups meet for one hour each week. We provide weekly letters to parents describing what was addressed in group and how to support that learning at home.** Additionally, group participants are asked to complete brief Resilience Builder assignments at home in order to practice what they learned and to reflect on the successes they have had that week. Parents are encouraged to discuss assignments and to acknowledge their child performing the skills.

All groups require an intake appointment, completed registration form and a deposit. Group therapy session fees are reflected in our Schedule of Professional Fees. The deposit is **non-refundable** for the fall, spring, and summer groups semesters. A portion of the deposit is applied toward the final group session. (The remainder is a materials fee.) All groups, other than parent groups, require a parent meeting during each semester. Parent meetings (collateral sessions) are scheduled during mid-semester and are charged as a 45-minute collateral session. These meetings are required during the fall and spring semesters, but optional during the summer semester. *Please note - all credit card payments toward group sessions are to be paid by the month and are payable at the beginning of the month.* Those who choose to pay by check or cash may pay by the week for each session.

Absence Policy: During the fall and spring semesters, we allow **TWO (2)** absences, with 24-hour notice, without charge. The third absence, and any absence, thereafter, is charged at the group session rate. Since the summer session is brief, only **ONE (1)** absence is allowed, with 24-hour notice. **Please note that registration is for an entire semester and if you withdraw your child from group, you will be obligated to pay for all sessions, attended or not, until the end of the semester.**

AGREEMENT SIGNATURE PAGE

Your signature(s) below indicates that you have read this agreement and agree to its terms and also serves as an acknowledgement that you have been provided with a copy of the *Notice of Policies and Practices to Protect the Privacy of Client Health Information*.

Both parents must consent to treatment of a minor.

If minor child, please print child's name below:

Minor's Name (print)

Signature of Client (or in case of minor, Parent/Guardian signature 1)

Date

Print full name of Client or Parent/Guardian 1

Signature of Client (or in case of minor, Parent/Guardian signature 2)

Date

Print full name of Client or Parent/Guardian 2