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Client Services Agreement

Welcome to my practice. This document (Client Services Agreement) contains important information about my professional services and business policies. It also contains summary information about the Health Insurance Portability and Accountability Act (HIPAA), a federal law put into effect by the government in April of 2003. This law outlines privacy protections and client rights with regard to the use and disclosure of your **Protected Health Information (PHI)**, which may be used for the purpose of treatment, insurance payments and health care operations. All medical and mental health care providers are now required by HIPAA to provide you with written information explaining your rights regarding access to and disclosure of your PHI. Please read over the entire agreement.

If you are interested in or referred by another health care provider for psychotherapeutic bodywork, you should also read and sign the description and "Therapeutic Treatment Agreement for Integrated Bodywork" so that you have a good understanding of this form of therapy.

PROTECTED HEALTH INFORMATION & HIPAA

PHI is defined as any information in your health record that could identify you or could reasonably be used to identify you. PHI includes: your name, physical description, address, phone number or social security number; your past, present or future physical or mental health condition; the provision of health care given to you; medications prescribed and/or monitored; session dates and length of sessions; treatment modalities and frequencies of treatment provided; results of clinical tests, including psychological assessment; and any summary of diagnosis, functional status, treatment plan, symptoms, prognosis, or progress to date. This is the kind of information that may be requested by your insurance company for payment procedures or by other health care providers that provide you with evaluation or treatment. PHI does not include notes that I might record during a clinical evaluation or private treatment session. These notes are for my own use in treatment planning and monitoring. "Psychotherapy Notes" are separated from PHI in the medical record and qualify for a higher level of legal protection.

I have always placed high importance on protecting the privacy of my clients, so there is little that I had to change in order to comply with the HIPAA guidelines. However, one change is that HIPAA requires that I provide you with a "Notice of Privacy Practices" for use and disclosure of PHI for treatment, payment and health care operations. The Notice, which is attached to this Agreement, explains HIPAA and its application to your personal health information in greater detail. The law requires that I obtain your signature acknowledging that I have provided you with this information before the end of the first professional therapy session. Although these documents are long and sometimes complex, it is very important that you read them carefully before signing them to ensure

that you understand your rights, as well as the limitations of the law. I will be glad to answer any questions you have about the procedures at any time. When you sign the Contract for Psychotherapy, it will represent an acceptance of this agreement between us. You may revoke this Agreement in writing at any time. That revocation will be binding with the exception of previous action taken in reliance on the agreement. These previous actions may include obligations imposed on me by your health insurer in order to process or substantiate claims made under your policy; or situations in which you have not satisfied financial obligations that you have incurred.

CLIENT RIGHTS PROVIDED BY HIPAA

HIPAA provides you with expanded rights with regard to your Clinical Record and disclosures of protected health information. These rights include requesting that I amend your record; requesting restrictions on what information from your Clinical Record is disclosed to others; requesting an accounting of most disclosures of protected health information that you have neither consented to nor authorized; determining the location to which protected information disclosures are sent; having any complaints you make about my policies and procedures recorded in your records; and the right to a paper copy of this Agreement, the attached Notice form and Contract for Psychotherapy, and my privacy policies and procedures. I am happy to discuss any of these rights with you.

THE PROCESS OF PSYCHOTHERAPY

Psychotherapy and the processes of change and healing are not easily described in general statements. They vary depending on the personalities of the psychologist and client, the approach utilized, and the particular problems the client is experiencing. There are many different methods I may use to deal with the problems that you hope to address. A working relationship in which your needs, hopes, concerns, and expectations can be discussed openly is extremely important to the process of developing appropriate goals for your therapy. Please discuss with me any concerns that may arise regarding the process or effectiveness of your treatment in order to ensure that you receive the best standard of care.

Unlike many medical doctor visits, psychotherapy is not a passive form of treatment. Instead, it often calls for a very active effort on your part. In order for your therapy to be most successful, there may be times when you will need to work on things we talk about on your own between sessions as well as during sessions. Psychotherapy has proven to be an effective treatment for many problems and often leads to reported improvements in participants' quality of life. These include better interpersonal relationships and significant reductions in feelings and symptoms of distress, depression, anxiety and unhealthy patterns. While psychotherapy can have many positive benefits, particular results cannot be guaranteed and there are some risks involved. Since therapy often involves discussing unpleasant or hurtful aspects of your life, you may experience uncomfortable feelings like sadness, guilt, anger, frustration, loneliness, and helplessness. Furthermore, as you work on personal growth and changing certain aspects of your life, other people in your life may react to your changes in unpredictable ways. As your therapist, it is my goal to help you process any uncomfortable feelings you may have and to help you use these experiences to promote your overall health, well-being, and personal satisfaction.

PSYCHOLOGICAL SERVICES

Our first few sessions will involve an evaluation of your needs and goals for therapy. I normally conduct an evaluation that will last from 1 to 4 sessions. During this time, we can both decide if I am the best person to provide the services you need in order to meet your treatment goals. By the end of the evaluation, I will be able to offer you some initial impressions of what our work might involve if you choose to continue therapy with me. If we continue working together, I usually recommend scheduling one 50-minute session per week, or every other week, at a time that we agree on. In some cases, we may schedule longer or more frequent sessions if required to address specific needs. After you have made some progress toward your goals, we may decide to meet less frequently or on an "as needed" basis before concluding our work together.

PROFESSIONAL FEES

My standard fees for psychotherapy are as follows: 50 minute session = \$140.00; 80 minute session = \$210.00; 2 hour session = \$280.00. The standard fees for psychotherapy services provided in the office also apply to telephone consultations. Any phone call requiring more than 15 minutes will be billed at the regular hourly rate starting at \$70.00 for a 30 minute session or \$105.00 for a 45 minute session.

Exceptions to the standard fee may be made as a "hardship adjustment" when needed. If a hardship adjustment is granted, the reduced rate shall be reviewed every three months. If your financial circumstances change, fees for service will change accordingly. Financial hardship adjustments and fee changes are based on the "honor system" and it is the responsibility of the client to inform the therapist of changes in his or her financial stability.

If you become involved in legal proceedings that require my participation, you will be expected to pay for all of my professional time, including preparation and transportation costs, even if I am called to testify by another party. Because of the difficulty of legal involvement, I charge \$300.00 per hour for preparation and attendance at any legal proceeding.

MISSED SESSIONS & CANCELLED APPOINTMENTS

There is no charge for sessions cancelled at least 24 hours in advance. I understand that occasionally, circumstances beyond your control may arise which would prevent you from attending a scheduled appointment. For this reason, I allow each client one free late cancellation session (i.e., less than 24 hours cancellation notice) per year. You will be expected to pay a time reservation fee for all other sessions that are cancelled within the 24-hour late cancellation period. A time reservation fee of \$70.00 for 1 hour sessions or \$105.00 for 1 ½ hour sessions will be charged for all appointments cancelled with less than 24 hours notice. You will be responsible for the full session fee of \$140.00 per hour for any appointments that are missed with no cancellation notice. It is important to note that insurance companies do not provide reimbursement for cancelled sessions, so you would be expected to pay the full session fee, not just the co-insurance amount you might normally pay. If needed, I will

try to find another time to reschedule your appointment during the same week. However, you would still be responsible for payment for the missed appointment. Real emergencies are, of course, exceptional circumstances and the fee can be waived. I appreciate your cooperation and understanding of the need for these cancellation guidelines. There are many clients who may be in need of the session time you are forfeiting and I need time to refill your open appointment time. Thank you.

CONTACTING ME

Due to the personal and confidential nature of my work, I am often not immediately available by telephone. My office telephone (404) 377-9000 is answered by a confidential voice mail when I am in session with a client or away from my office. I monitor this voice mail box frequently and, unless I am out of town, I return calls throughout the day. Even though you may have to wait a few hours to hear from me, I will make every effort to return your call on the same day you make it unless your call comes in very late in the evening or over the weekend. If you are difficult to reach, please inform me of some times when you will be available. If I am out of town, my voice mail will give you instructions about how to reach the therapist on call for me during my absence. That person will usually be able to reach me if a consultation is needed.

EMERGENCY PROCEDURES

If you have an emergency and need to reach me, please call the office at (404) 377-9000 to leave a message ***and*** then call my cell phone pager at (404) 964-8332. Emergency calls will be returned as quickly as possible. During normal business hours, I can usually respond within an hour. In the evenings and on weekends, response time may be delayed. Should you need emergency assistance before I am able to return your call, there are several options:

- (1) Call a friend, family member, or any other person that you consider to be a part of your support network to get help with deciding how to handle your crisis.
- (2) Call an emergency hotline. Information (411) can supply you with the number of your county's 24 hour emergency hotline.
- (3) Go to the nearest hospital emergency room or to your county's emergency mental health facility. If you cannot drive or find a ride, call a taxi or the police (911) for transportation.

* If you choose to go to a hospital for emergency mental health service, please leave Dr. Dammann a message regarding your plan at both the office (404) 377-9000 ***and*** on the cell phone pager (404)964-8332.

LIMITS ON CONFIDENTIALITY

The law protects the privacy of all communications between a client and a psychologist. In most situations, I can only release information about your treatment to others if you sign a written

Authorization form that meets certain legal requirements imposed by HIPAA. There are other situations that require only that you provide written, advance consent. Your signature on this Agreement provides consent for those activities, as follows:

- I may occasionally find it helpful to consult other health and mental health professionals about a case. During a consultation, I make every effort to avoid revealing the identity of my client. The other professionals are 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. I will note all consultations in your Clinical Record.
- Disclosures required by health insurers or to collect overdue fees are discussed elsewhere in this Agreement.
- If a client 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.

There are some situations where I am permitted or required to disclose information without either your consent or Authorization:

- If you are involved in a court proceeding and a request is made for information concerning my professional services, such information is protected by the psychologist-patient privilege law. I 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 a court would be likely to order me to disclose information.
- If a government agency is requesting the information for health oversight activities, I may be required to provide it for them.
- If a client files a complaint or lawsuit against me, I may disclose relevant information regarding that client in order to defend myself.
- If a client files a worker's compensation claim, and I am providing treatment related to the claim, I am required to furnish copies of all medical reports and bills if requested.

If I believe that someone is in danger of harm, am legally obligated to take certain actions to attempt to protect that person. In these situations, I may have to reveal some information about a client's treatment.

- If I have reason to believe that a child has been abused, the law requires that I file a report with the appropriate governmental agency, usually the Department of Human Resources. Once such a report is filed, I may be required to provide additional information.

- If I have reasonable cause to believe that a disabled adult or elder person has had a physical injury or injuries inflicted upon such disabled adult or elder person, other than by accidental means, or has been neglected or exploited, I must report to an agency designated by the Department of Human Resources. Once such a report is filed, I may be required to provide additional information.
- If I determine that a client presents a serious danger of violence to another, I may be required to take protective actions. These actions may include notifying the potential victim, and/or contacting the police, and/or seeking hospitalization for the client.

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

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 I am not an attorney. In situations where specific advice is required, formal legal advice may be needed.

PROFESSIONAL RECORDS

The laws and standards of my profession require that I keep Protected Health Information about you in your Clinical Record. You may examine and/or receive a copy of your Clinical Record if you request it in writing. You may be denied access to your records in unusual circumstances such as those that involve danger to yourself and others; records where there is reference made to another person and I believe that access is reasonably likely to cause substantial harm to such other person; or where information has been supplied to me confidentially by others. Because these are professional records, they can be misinterpreted and/or upsetting to untrained readers. For this reason, I recommend that you initially review them in my presence, or have them forwarded to another mental health professional so you can discuss the contents. My fee for copying a Clinical Record is \$1.00 per page. If I need to refuse your request for access to your records, you have a right of review to certain information (except for information provided to me confidentially by others), which I will discuss with you upon request.

In addition, I may also keep a set of Psychotherapy Notes on your case. These notes are for my own use and are designed to assist me in providing you with the best possible treatment. They may contain particularly sensitive information that you or others reveal to me that is not required to be included in your Clinical Record. These Psychotherapy Notes are kept separate from your Clinical Record. My Psychotherapy Notes are not available to you and cannot be sent to anyone else, including insurance companies, without written authorization signed by you. I have never been asked to release copies of my Psychotherapy Notes, and in most cases, would refuse to do so unless mandated by law. This information remains highly protected and confidential. Insurance companies

cannot require you to authorize me to release my Psychotherapy Notes as a condition of coverage nor penalize you in any way for your refusal to provide it.

MINORS & PARENTS

Clients under 18 years of age who are not emancipated and their parents should be aware that the law allows parents to examine their child's treatment records unless I believe that doing so would endanger the child or we agree otherwise. Because privacy in psychotherapy is often crucial to successful progress, particularly with teenagers, it is my 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, I will provide them only with general information about the progress of the child's treatment, and his/her attendance at scheduled sessions. Any other communication will require the child's Authorization, unless I feel that the child is in danger or is a danger to someone else, in which case, I will notify the parents of my concern. If possible, I will discuss the matter with the child before giving any information to the parents and I will do my 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, unless we agree otherwise or unless you have insurance coverage that requires another arrangement. I will provide you with a regular receipt or an insurance filing receipt when requested. Payment schedules for other professional services will be agreed to when they are requested. In circumstances of unusual financial hardship, I may be willing to negotiate a fee adjustment or payment installment plan.

INSURANCE REIMBURSEMENT

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. If you have a health insurance policy, it will usually provide some coverage for mental health treatment. In order to avoid confusion and billing complications, it is important that you find out exactly what mental health services your insurance policy covers. I will fill out forms and provide you with whatever assistance I can in helping you receive the benefits to which you are entitled; however, you (not your insurance company) are responsible for full payment of my fees. I prefer that all clients pay me directly for services that I provide and then file their own claims for insurance reimbursement; however, if circumstances dictate that I be the one to file the claims, there will be a \$5.00 charge per claim filed.

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, I will provide you with whatever information I can based on my experience and will be happy to help you in understanding the information you receive from your insurance company.

Due to the rising costs of health care, insurance benefits have increasingly become more complex. It is sometimes difficult to determine exactly how much mental health coverage is available. "Managed Health Care" plans such as HMOs and PPOs often require authorization before they provide

reimbursement for mental health services. These plans are often limited to short-term treatment approaches designed to work out specific problems that interfere with a person's usual level of functioning. It may be necessary to seek approval for more therapy after a certain number of sessions. 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 I provide it with information relevant to the services that I provide to you. I am required to provide a clinical diagnosis. Sometimes I am required to provide additional clinical information such as treatment plans or summaries, or, in rare cases, copies of your entire Clinical Record. In such situations, I will make every effort to release only the minimum information about you that is necessary for the purpose requested. 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. It is your right to place limits on the information that I provide to your insurance company; however, they may reject your claim if you refuse the information they request. I will discuss with you any requests for information that I receive from your insurance company before I respond to the request.

Once we have all of the information about your insurance coverage, we will discuss what we can expect to accomplish with the benefits that are available and what will happen if they run out before you feel ready to end your sessions. It is important to remember that you always have the right to pay for my services yourself to avoid the complications of filing insurance.

Please note that there are two places for you to sign on the Contract for Psychotherapy Services attached to this Agreement. The first indicates that you have received the HIPAA Notice form described above. The second indicates that you have read this agreement and agree to its terms.

