

**Claire Dumke, Psy.D.**

Licensed Clinical Psychologist

4155 E. Jewell Ave Suite 805 Denver CO 80222

Office 720.238.7383 Fax 303-935-5085

Email: cdumke@autismdiagnostic.com

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**PSYCHOLOGICAL/BEHAVIORAL SERVICE-CLIENT AGREEMENT  
STATE OF COLORADO  
HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA)**

Claire Dumke, Psy.D. is a licensed clinical psychologist who provides psychological, behavioral, and educational services. This document (the Agreement) contains important information about her professional services and business policies. It also contains a summary of information about the Health Insurance Portability and Accountability Act (HIPAA), a new 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 requires that Dr. Dumke provide you with a Notice of Privacy Practices (the Notice) for use and disclosure of PHI for treatment, payment and health care operations. The notice that is attached to this Agreement explains HIPAA and its application to your personal health information in greater detail. The law requires that Dr. Dumke obtain your signature acknowledging that she has provided you with this information prior to the end of the first session.

Although these documents are long and sometimes complex, it is very important that you read them carefully before our next session. We can discuss any questions you have about the procedures at that time. 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 Dr. Dumke unless Dr. Dumke has taken action in reliance on it; if there are obligations imposed on Dr. Dumke 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. Please note that if you are the parent or guardian of a minor, then you will be asked to review these policies or procedures on their behalf and will later be asked for your signature acknowledging that the following information has been provided.

**PSYCHOLOGICAL SERVICES**

Psychological Intervention (PI) and behavioral intervention (BI) services are not easily described in general terms. It varies depending on the personalities of the psychologist and client, and the particular problems you experience. There are many different methods Dr. Dumke may use to address the identified problems that you seek help with. PI/BI 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 during our sessions and at home. PI/BI can have benefits and risks. Since PI often involves discussing unpleasant aspects of your life, you may experience uncomfortable feelings like sadness, guilt, anger, frustration, loneliness, and helplessness. BI could, at time, be unpleasant for you or your child because of the demands that are placed. On the other hand, PI/BI has also been shown to have many benefits. Although, there are no guarantees for the treatment outcome, PI often leads to better relationships, solutions to specific problems, and significant reductions in feelings of distress and BI assists with a reduction of problematic behaviors while improving necessary behaviors for greater quality of life.

Our first few sessions involve an evaluation of your or your child's needs. By the end of the evaluation, Dr. Dumke will be able to offer you some first impressions of what our work will include and a treatment plan to follow. This should help with your decision to continue therapy with Dr. Dumke. You should evaluate this information along with your own opinions of whether you feel comfortable working with Dr. Dumke. Therapy involves a large commitment of time, expense, and energy, so you should be very careful about the therapist you select. If you have questions about our procedures, we should discuss them whenever they arise. If your doubts persist, Dr. Dumke will be happy to help you set up a meeting with another mental health professional for a second opinion.

**LIMITS ON CONFIDENTIALITY**

The law protects the privacy of all communications between a client and a psychologist. In most situations, Dr. Dumke can only release information about your treatment to others if you sign a written Authorization Form that meets certain legal requirements imposed by state law and/or HIPAA. But, there are some situations where Dr. Dumke is permitted or required to disclose information without either your consent or authorization:

- Dr. Dumke may occasionally find it helpful to seek consultation from other health and mental health professionals about a case. During a consultation, Dr. Dumke makes every effort to avoid revealing the client's identity. The other professionals are also legally bound to keep the information confidential. Dr.

Dumke will note all consultations in your Clinical Record (which is called "PHI" in my Notice of Psychologist's Policies and Practices to Protect the Privacy of Your Health Information).

- Dr. Dumke may contract with insurance or other funding entities. As required by HIPAA, Dr. Dumke would create a formal business associate contract with this/these business(es), in which it/they promise to maintain the confidentiality of this data except as specifically allowed in the contract or otherwise required by law.
- If you are involved in a court proceeding and a request is made for information about the professional services that Dr. Dumke has provided you and/or the records thereof, such information is protected by psychologist-client privilege law. Dr. Dumke cannot provide any information without your (or your legally-appointed representative's) written authorization, a court order or compulsory process (a subpoena) or discovery request from another party to the court proceeding where that party has given you proper notice (when required), has stated valid legal grounds for obtaining PHI, and Dr. Dumke does not have grounds for objecting under state law (or if you have instructed Dr. Dumke not to object). If you are involved in or contemplating litigation, you should consult with your attorney to determine whether a court would be likely to order Dr. Dumke to disclose information.
- If a government agency is requesting the information for health oversight activities pursuant to their legal authority, Dr. Dumke may be required to provide it for them.
- If a client files a complaint or lawsuit against Dr. Dumke, Dr. Dumke may disclose relevant information regarding that client in order to present a defense.
- If a client files a worker's compensation claim while seeking PI/BI through Dr. Dumke, Dr. Dumke must, upon appropriate request, disclose information relevant to the claimant's condition, to the worker's compensation insurer.

There are some situations in which Dr. Dumke is legally obligated to take actions, which Dr. Dumke believes is necessary to attempt to protect others from harm and Dr. Dumke may have to reveal some information about a client's treatment. These situations are unusual and rare but do occur.

- If Dr. Dumke observes, has knowledge of, or reasonably suspects that a child under 18 years of age has been the victim of child abuse or neglect, the law requires that Dr. Dumke file a report with the appropriate government agency, usually the county welfare department. Dr. Dumke may also make a report if she knows or reasonably suspects that mental suffering has been inflicted upon a child or that his/her emotional well being is endangered in any other way. Once such a report is filed, Dr. Dumke may be required to provide additional information to the government agency.
- If Dr. Dumke observes or has knowledge of an incident that reasonably appears to be physical abuse, abandonment, abduction, isolation, financial abuse or neglect of an elder or dependent adult, or if an elder or dependent adult credibly reports that he/she experienced behavior including an act or omission constituting physical abuse, abandonment, abduction, isolation, financial abuse, or neglect or reasonably suspects that abuse, the law requires that Dr. Dumke report to the appropriate government agency. Once such a report is filed, Dr. Dumke may be required to provide additional information.
- If a client communicates a serious threat of physical violence against an identifiable victim, Dr. Dumke must take protective actions, including notifying the potential victim and contacting the police. Dr. Dumke may also seek hospitalization of the client, or contact others who can assist in protecting the victim.
- If Dr. Dumke has reasonable cause to believe that the client is in such mental or emotional conditions as to be dangerous to him/herself, Dr. Dumke may be obligated to take protective action, including seeking hospitalization or contacting family members or others who can help provide protection to the client.

If any of the above situations arise, Dr. Dumke will make every effort to fully discuss it with you before taking any action and Dr. Dumke will limit the 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 law governing confidentiality can be quite complex, and Dr. Dumke does not provide legal advice to the clients. In situations where specific advice is required, it is recommended for the clients to seek formal legal advice from attorneys.

### **PROFESSIONAL RECORDS**

You should be aware that, pursuant to HIPAA, Dr. Dumke keeps Protected Health Information about you in two sets of professional records. One set constitutes your Clinical Record. It includes information about the reasons for seeking therapy, a description of the ways in which your problems impacts you or child's life, diagnostic information, the goals that we set for treatment, the progress towards these goals, a medical and social history, the treatment history, any past treatment records that Dr. Dumke receives from other providers, reports of any professional consultations, your billing records, and any reports that have been sent to anyone, including reports to your insurance carrier. Except in unusual circumstances in that disclosure would physically endanger you and/or others makes

reference to another person (unless such other person is a health care provider), you may examine and/or 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 advise that you request a *written treatment summary* rather than a review of records. Keep in mind that some funding sources require written treatment summaries, progress updates, and recommendations quarterly. A treatment summary would include information regarding the client's progress, prognosis, diagnosis, and the clinician's clinical impression and recommendations. If you decide that the written treatment summary is inadequate to meet your needs, Dr. Dumke recommends that you initially review them in her presence, or have them forwarded to another mental health professional so you can discuss the contents. There will be a copying fee of 25 cents per page (and for certain other expenses). The exceptions to this policy are contained in the attached Notice Form.

The second set of professional records is the PI/BI Notes. These notes are designed to assist Dr. Dumke in providing you with the best treatment. While contents of PI/BI Notes vary from client to client, they can include the content of our conversations, Dr. Dumke's analysis of those conversations, and how they impact treatment. They also contain particularly sensitive information that you may reveal to Dr. Dumke that is not required to be included in your Clinical Records. They also include information that others provided to Dr. Dumke confidentially. These PI/BI Notes are kept separate from your Clinical Records. Your PI/BI Notes are not available to you and cannot be sent to anyone else, including insurance companies without your written, signed authorization. Insurance companies cannot require your authorization as a condition of coverage nor penalize you in any way for your refusal to provide it.

#### **CLIENT RIGHTS**

HIPAA provides you with several new or expanded rights with regard to your Clinical Records and disclosures of protected health information. These rights include requesting that Dr. Dumke amend your record; restrict the disclosure of the information within your Clinical Records; provide an account of most disclosures of protected health information that you have neither consented to nor authorized; determine the location to which protected information disclosures are sent; record all of your complaints about our policies and procedures recorded in your records; and acknowledge your right to a paper copy of this Agreement, the attached Notice form, and our privacy policies and procedures.

#### **MINORS & PARENTS**

Clients under 18 years of age who are not emancipated can consent to PI/BI services subject to the involvements of his/her parents or guardian unless Dr. Dumke determines that her involvement would be inappropriate. A client over 12 years of age may consent to PI/BI services if he/she is mature enough to participate intelligently in such services, and the minor client either would present a danger of serious physical or mental harm to him/herself or other, or is the alleged victim of incest or child abuse. In addition, clients over the age of 12 may consent to alcohol and drug treatment in some circumstances. However, parents of unemancipated clients under the age of 18, may be allowed under the law to examine their child's treatment records unless Dr. Dumke determines that access would have a detrimental effect on the professional relationship between herself and the minor client, or to his/her physical safety or psychological well being. Because privacy in PI is often crucial to successful progress, particularly with teenagers, and parent involvement, is also essential, it is usually our policy to request an agreement with minors [over 12 years old] and their parents about access to information. As a part of this agreement, Dr. Dumke provides the parents with only general information about the progress of the treatment, and the client's attendance at scheduled sessions. Any other communication requires the child's authorization, unless Dr. Dumke feels that the child is in danger or is a danger to someone else, in which case, Dr. Dumke will notify the parents of her concern. Before giving parents any information, Dr. Dumke will discuss the matter with the child, if possible, and will do her best to handle any objections he/she may have. This is significantly different for BI services for minors. In BI programs, the parents are required to be actively involved in the child's BI program and are held responsible for assisting with the client's progress and attendance at scheduled sessions.

#### **BILLING & PAYMENTS**

If you are paying for services on a private basis 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. Payment schedules for other professional services are generally agreed to when they are requested. If your account is not paid in full for more than 60 days and arrangements for payment have not been agreed upon, Dr. Dumke has the option of using legal means to secure the payment. This may involve hiring a collection agency or going through small claims court, which requires Dr. Dumke to disclose otherwise confidential information. In most collection situations, the only information Dr. Dumke releases regarding a client's treatment are 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 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 usually provides some coverage for

mental health treatment. Dr. Dumke will fill out forms and provide you with assistance to help you receive the benefits to which you are entitled; however, you (not your insurance company) are responsible for full payment of the service fees. It is very important that you find out exactly what mental health services your insurance policy covers prior to beginning services.

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, Dr. Dumke will provide you with information based on her experience and will be happy to help you understand the information you receive from your insurance company. If it is necessary to clear confusion, Dr. Dumke can assist by calling the insurance company on your behalf.

Due to the rising costs of health care, the process for applying and requesting for insurance benefits increasingly becomes more complex. It is sometimes difficult to determine exactly how much mental health coverage is available. "Managed Health Care" plans such as HMO's and PPO's 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 their insurance benefits end. Some managed-care plans will not allow Dr. Dumke to provide services to you once your benefits have ended. If this is the case, we will do our best to find another provider who will help you continue your PI/BI.

You should also be aware that your contract with your health insurance company requires that Dr. Dumke provide it with information relevant to the services that she provides to you. Dr. Dumke is required to provide a clinical diagnosis and additional clinical information, such as treatment plans or summaries, or copies of your entire Clinical Record. Before Dr. Dumke can disclose this information, both you and Dr. Dumke must receive a written notification from the insurer stating what they are requesting, why they are requesting it, how long it will be kept and what will be done with the information when they are finished with it. In such situations, Dr. Dumke 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. Although all insurance companies claim to keep such information confidential, Dr. Dumke has no control over what they do with the information once they receive a copy of it. In some cases, they may share the information with a national medical information databank. Dr. Dumke will provide you with a copy of any report she submits, if you request it. By signing this Agreement, you agree that Dr. Dumke can provide requested information to your carrier.

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 our services yourself if you decide to avoid the problems described above [unless prohibited by contract].

I understand the above conditions for Dr. Dumke's services. I agree to pay in full for myself and/or my minor child. I understand that Dr. Dumke will provide insurance documentation to my insurance company to help with the coverage of all or part of any balance owed. I agree to pay all fees that are not covered by my insurance company or any third party payer. I also agree to hold Dr. Dumke harmless for any legal claim made by others or myself for non-payment of their fees by my insurance company, other third party payer, or myself. I also understand that my account could be transferred to a collection agency for non-payment of fees.

YOUR SIGNATURE BELOW INDICATES THAT YOU HAVE READ THIS AGREEMENT AND AGREE TO ITS TERMS DURING OUR PROFESSIONAL RELATIONSHIP AND ALSO SERVES AS AN ACKNOWLEDGEMENT THAT YOU HAVE RECEIVED THAT HIPAA NOTICE FORM DESCRIBED ABOVE.

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Signature of Client

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Signature of Parent/Guardian  
(If client is a minor)

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Print name of client

\_\_\_\_\_  
Print name of Parent/Guardian

\_\_\_\_\_  
Date