

KEVIN CHADBOURNE DOWNS
LICENSED PROFESSIONAL COUNSELOR, MAC, SAP
B.S., CRIM. JUSTICE, M.A., PSYCH., J.D., ATTORNEY, LPC
MOUNT PLEASANT ADDITIONS COUNSELING, LLC / CHARLESTON ADDICTIONS COUNSELING, LLC
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I. CLIENT INFORMATION SHEET

Date: _____

Name: _____

Address: _____

Home Phone: _____

Cell Phone: _____ Single or Married? _____

E-mail: _____

Date of Birth: _____ SSN: _____

Occupation: _____

Employer: _____

Work Telephone No.: _____

Referral Source: _____

Are you currently working with another therapist? (If so, who?)

Have you had any therapy experiences before? (If so, when?)

Are you on any medications at this time? If so, list them:

Contact in case of emergency: _____

What brings you here today? _____

NOTE: Please execute your legal signature on pages: 2, 4, 10, 18 and 22.

This is a strictly confidential patient medical record. Redisclosure or transfer is expressly prohibited by law.

II. CONSENT TO TREATMENT

I acknowledge that I have received and understand the "Information for Clients" brochure and/or other information about the therapy I am considering, and I have had an opportunity to have all my questions answered fully.

I do hereby seek and consent to take part in the treatment by the therapist named below. I understand that developing a treatment plan with this therapist and regularly reviewing our work toward meeting the treatment goals are in my best interest. I agree to play an active role in this process.

I understand that no promises have been made to me as to the results of treatment or of any procedures provided by this therapist.

I am aware that I may stop my treatment with this therapist at any time. The only thing I will still be responsible for is paying for the services I have already received. I understand that I may lose other services or may have to deal with other problems if I stop treatment. (For example, if my treatment has been court-ordered, I will have to answer to the court.)

I know that I must call to cancel an appointment at least 24 hours before the time of the appointment. If I do not cancel or do not show up, I will be charged for that appointment.

I am aware that an agent of my insurance company or other third-party payer may be given information about the type(s), cost(s), date(s), and providers of any services or treatments I receive. I understand that if payment for the services I receive here is not made, the therapist may stop my treatment.

My signature below shows that I understand and agree with all of these statements.

Signature of client (or person acting for client)

Date

Printed name

Relationship to client *if not self*

I, the therapist, have discussed the issues above with the client (and/or his or her parent, guardian, or other representative). My observations of this person's behavior and responses give me no reason to believe that this person is not fully competent to give informed and willing consent.

Kevin Chadbourne Downs
B.S., Crim. Justice, M.A., Psych., J.D., Attorney, LPC, MAC, and SAP

Date

___ Copy accepted by client ___ Copy kept by therapist

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III. AGREEMENT TO PAY FOR PROFESSIONAL SERVICES

I, the undersigned, request that KEVIN CHADBOURNE DOWNS, M.A., J.D., ESQ., LPC, provide professional services to me/or _____ as a client, and I agree to pay this therapist's fee of \$125 per hour for regular sixty (60) minute office visits for these services.

I, also, understand and agree that the first three (3) therapeutic sessions will be comprised of the following protocols:

- SESSION I:** BioPsychoSocial Assessment
Part I, duration two (2) hours
Cost: \$250.00
- SESSION II:** BioPsychoSocial Assessment
Part II, duration two (2) hours
Cost: \$250.00
- SESSION III:** Administration of Two (2) Self-Administered Test Instruments
1. "Personality Assessment Inventory (PAI)"
2. "Substance Abuse Subtle Screening Inventory (SASSI)"
3. Post-Test Interpretation/Analysis of "PAI" and "SASSI"
Duration: Two (2) hours
Cost: \$250
- SESSION IV:** Provide Client with Detailed Summary of:
1. Evaluation and Assessment
2. Diagnosis(es)
3. Proposed Treatment Plan
Duration: One-one half (1½) hours
Cost: \$187.50

I have been provided with this therapist's Information for Clients brochure and agree to cooperate with and abide by all of its provisions as indicated by my signature there.

If the client is a minor, I understand that while I have a right to general information on issues and progress, some information shared in this professional relationship will be held in confidence by the therapist and the minor child.

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III. Agreement to Pay for Professional Services, continued

If, at any time, I am dissatisfied with this therapy I will fully discuss my views, reasons and plans with the therapist (and if the patient is a minor, with the patient named above).

I agree that this financial relationship will continue in effect with the above named professional as long as this therapist provides services or until I inform her, in person, by telephone or by certified mail, that I wish to end it. I agree to pay for services rendered to this patient up until the time I terminate the relationship.

I understand that I am responsible for charges for services provided by this therapist to this client, although other persons or insurance companies may make payments on this client's account.

I understand, and agree, that I will be charged \$125.00 for any mutually scheduled appointments that I do not personally attend **AND DO NOT PROVIDE TWENTY-FOUR (24) HOUR ADVANCE CANCELLATION NOTICE TO UNDERSIGNED THERAPIST.**

Signature: _____

Printed name: _____

Relationship to the patient: ☐ Self ☐ Other: _____

Date: _____

Kevin Chadbourne Downs
B.S., Crim. Justice, M.A., Psych., J.D., Attorney, LPC, MAC, and SAP

Date: _____

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IV. CONFIDENTIALITY IN PSYCHOTHERAPY

What a client tells a therapist has always been treated as private. Our society recognizes that this confidentiality is the foundation of the trust we must have for therapy to work. However, the situation is not so simple that I can promise you that everything you tell me will never be revealed to anyone else. It is more complicated because there are some instances whereby the law requires me to tell others, and there are some other limitations on our confidentiality. We need to discuss all of these, so that there are no misunderstandings and no incorrect assumptions and we are as clear as we can be about the limits of confidentiality. Because you can't "unsay" what you tell me, you must know about these rules at the beginning so that you don't tell me something you wish you had kept secret. These are important issues, so please read these pages carefully. Then we can then discuss any questions or concerns you might have.

What you tell me, since I am a Licensed Professional Counselor, is almost always confidential. Licensed Professional Counselors in this state are afforded privileged communications with Specific Exceptions which are also outlined in the professional ethics for my profession. I have listed below a few rare exceptions to our confidentiality:

ONE: There are laws written to protect persons from harm when, in a therapist's professional judgment, there is a danger to those persons from a client. Such instances would include:

a. If I come to believe that you are threatening serious harm to another person, I am required to try to protect the other person(s). In that case I would have to tell the intended victim (if identifiable), and the police, or perhaps seek your hospitalization.

b. If you threaten or act in a way which is very likely to harm yourself in a serious way, I may have to seek hospitalization for you, or to call your family members or others who can help protect you. If such a situation does come up I will fully discuss the situation with you before I do anything, unless there is a very good reason not to.

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IV. Confidentiality in Psychotherapy, continued

c. In addition, my personal philosophy is such that I believe that an HIV+ person who, knowing their HIV status, chooses to engage in sexual contact (whether engaging in 'protected' or 'non-protected' sex) without first divulging their HIV status falls under this paragraph as being considered to threaten the life and well-being of another person. It is also a felony in South Carolina. In such a case, I would assist you in contacting the Health Dept. to implement the Partner Notification process (which does not result in your identity being divulged to the party at risk).

d. In an emergency, where your life or health is in immediate danger, I may release, to another professional, information which would protect your life, without your permission if I cannot get it. If I do so, I will discuss this with you as soon as possible afterwards.

e. If I believe or suspect that a child, an elderly person, or a disabled person is being abused (by your neglect, assault, battery or sexual molestation), I must file a report with the appropriate state agency. I do not have any authority to investigate further into the situation to find out all the facts (The agency would investigate).

In any of the above situations, I would only reveal the least amount of information necessary to protect the other person and not tell everything you have told me. If any of these situations might be an issue for you, please let us discuss the legal aspects in detail and do this before you tell me any information on these topics.

TWO: In general, if you get involved in court proceedings, your records should be considered confidential; however, there are some situations where the judge may require me to testify because (s)he believes the Court needs my information to make a good decision. If a Court Order is issued, I would be required to release this information. This might include:

a. In child custody or adoption proceedings where your fitness as a parent is questioned or in doubt, and/or in cases where a "Guardian ad Litem (GAL)" has been assigned. NOTE: A "GAL" has a court order to access records.

b. Where your emotional, mental or psychological condition is important information needed for a court's decision.

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IV. Confidentiality in Psychotherapy, continued

- c. During a malpractice case or a disciplinary board hearing against a therapist.
- d. In a civil commitment hearing where you might be admitted to a psychiatric hospital.
- e. If you use your mental condition as a defense in court.
- f. When you are seeing me for court-ordered evaluations or treatment. In this case we would need to discuss confidentiality fully because you don't have to tell me what you don't want the court to know.

THREE: There are a few other points about your confidentiality you must know about:

- a. I, sometimes, consult with other professionals/therapists about therapy cases. In such cases I do not reveal a client's name, and the other professional is, also, legally bound to maintain the confidentiality of such information. Similarly, when I am out of town or unavailable, another professional therapist may respond to phone calls to my office and I may need to give him or her limited information about my clients to effect such coverage.
- b. I am required to keep treatment records called medical records, which include "progress notes". You are entitled to review, with me, these records (see exceptions noted by HIPAA regulations).
- c. If you use your health insurance to pay a part of my fees, I have to give the insurance company some information about our therapy. Insurance companies are now guided by HIPAA regulations and should only receive a "Designated Record Set (DRS)" which includes your name, social security number, dates of first/last sessions and number of sessions, billing code, test results (if any), a symptoms and functionality checklist, and your provisional diagnosis (along with my fees/billing). It is against the law for insurers to release any information about our office visits to anyone else without your written permission (given only by signing a Release Form). While I believe the insurance company will act ethically and legally, I cannot control who sees this information at the insurer's office or in any office where you work. You cannot be required to release more information just to get coverage or reimbursement.

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IV. Confidentiality in Psychotherapy, continued

d. If you have been referred (sent) to me by your employer or your employer's Employee Assistance Program (EAP), they may require some additional information beyond the "DRS" information described above. If this is your situation, let us fully discuss this before we talk further.

e. If your account with me is overdue (unpaid) and we have not arranged a payment plan, I can use legal means to get paid. The only information I would give to the court, a collection agency or a lawyer would be your name, address, the dates we met for professional services, and the amount due to me.

f. Children in treatment who are under the age of 18 technically do not have confidentiality in SC, but they do have a reasonable right to privacy. In SC, parents/legal guardians (whether custodial or non-custodial) have a right to review their child's records, unless there is a court order preventing this, or unless the therapist fears for the child's well-being if released.

g. If you are participating in couples therapy with me and you choose to tell me something your spouse does not know, I cannot ethically agree to keep it from him or her, especially if it would harm him or her not to know. I will work with you to decide on the best long term way to handle situations like this. If you are working on your relationship, it would not be acceptable for me to know information each of you does not know, and it would be difficult for each of you to trust me if you wonder if I am harboring a secret.

h. In cases where I treat several members of a family (parents and children or other relatives) the confidentiality situation can become very complicated because I would have a mixture of responsibilities to different members. At the start we must clarify the purpose of our treatment and my role in regard to your family or families. Only with this clarity can we figure out any limitations on confidentiality which might exist. It is generally recommended to have different therapists so as to avoid this confusion.

i. If you or your spouse has a custody agreement, or court custody hearing, it would be advisable for you to let me know about it.

j. My rule is that you must agree that if counseling does not resolve the marital difficulties and you seek a divorce you will not request my testimony for either side. After all, the intent of couples work is to allow full disclosure between the parties to work on the relationship and not to seek or use information gleaned from the therapy process against either partner.

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IV. Confidentiality in Psychotherapy, continued

k. If you are in group therapy - the other group members are not therapists and, therefore, do not have the same ethical and legal rules. In general, you cannot be sure that they will keep confidential what you say in the group, although the intent to keep confidentiality would be stressed at the outset.

l. Any information which you share outside of therapy, voluntarily and publicly, will not be considered protected or confidential by a Court.

m. I will not record our therapy sessions on audiotape or videotape without your written permission.

FOUR: You have also received a HIPAA Notice of Privacy Practices either in written or electronic form. By signing this document, you acknowledge receipt and agreement with the terms of this document.

FIVE: It may become useful during the course of treatment to communicate by email, text message (e.g. "SMS") or other electronic methods of communication. Be informed that these methods, in their typical form, are not confidential means of communication. If you use these methods to communicate with me, there is a reasonable chance that a third party may be able to intercept and eavesdrop on those messages. The kinds of parties that may intercept these messages include, but are not limited to:

- People in your home or other environments who can access your phone, computer, or other devices that you use to read and write messages
- Your employer, if you use your work email to communicate with me
- Third parties on the Internet such as server administrators and others who monitor Internet traffic

If there are people in your life that you don't want accessing these communications, please talk with me about ways to keep these kinds of communications safe and confidential. Otherwise, by signing this document, you agree that you are knowledgeable of these limitations and agree to the risks of using these types of communication.

SIX: If you want me to send information about our therapy to someone else, you must sign a "Release of Records" form. I have such forms which you can review should you so desire.

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IV. Confidentiality in Psychotherapy, continued

As you can see, the laws and rules on confidentiality are complicated; however, you should now have enough information to enter treatment well informed. Also, while complications not dealt with here rarely come up in my practice, please bear in mind that I am not able to give you legal advice. If you have special or unusual concerns and need more specific advice, I strongly suggest that you talk to an attorney to protect adequately your interests legally.

The signatures, below, attest to the fact that both parties have read, discussed, understand and agree to abide by the points presented above.

Client's Signature

Date: _____

Kevin Chadbourne Downs

B.S., Crim. Justice, M.A., Psych., J.D., Attorney, LPC, MAC, and SAP

Date: _____

V. INFORMATION FOR MY CLIENTS ABOUT MY PRACTICE

Welcome! I appreciate your trust and the opportunity to be of assistance to you. This letter is designed to answer some frequently asked questions about my practice and our relationship, so please read all of it before you sign it at the end. As you read it, please jot down any questions that come to mind so we can discuss them at our next meeting. This document is yours to keep for future reference. The next time we meet I would ask that you be willing to sign my copy of this document so as to indicate your understanding of office procedures and your willingness to abide by these policies.

1. My approach to Psychotherapy

You can only make the best decisions if you have enough information and understanding of how psychotherapy works. Let me discuss some aspects of psychotherapy as I see it. I embrace an eclectic approach to counseling. In other words, my style is a combination of many techniques, some of which include Cognitive Behavioral Therapy (CBT), motivation interviewing, rational behavior therapy, Gestalt techniques, free association, rational emotive therapy, short-term psychodynamic therapy, and others.

Therapy can be a large commitment of time, money and energy, so a counselor should be carefully chosen. I strongly believe you should be comfortable, encouraged and optimistic with the counselor you choose.

You have the right to ask me about other treatments for your condition and their risks and benefits. If you could benefit from any treatments I cannot provide, I have an ethical obligation to assist you in obtaining those treatments. If at any time you wish another professional's opinion and wish to consult with another counselor, I can assist you in finding someone qualified and provide them with any information needed.

Psychotherapy is not like visiting a medical doctor in that it requires your very active involvement and efforts to change your thoughts, feelings and behaviors. I will ask for your feedback and views on your therapy, the efforts and progress we are making, and other aspects; and I will expect you to be open about these. Offering your views and responses when they are important to you, even if I don't ask, is one of the ways you can be an active partner in your therapy. There are no instant, painless, or passive cures, no "magic pills." Instead, there may be homework assignments, exercises, practice sessions, and record-keeping and perhaps other projects. Probably you will have to work on relationships and make long-term efforts. Change will sometime be easy and swift, but more often it will be slow and frustrating with a need for repetition.

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V. Information for my Clients About My Practice, continued

So that we know exactly where we are going, I will ask for regular reviews of our progress and if treatment is not progressing, I cannot ethically just keep working with you. I may then suggest that you see another counselor or professional in addition to me. For example, I may suggest that you see a physician for evaluation or prescription of medications, or attend self-help group meetings. I will fully discuss my reasoning and recommendations with you ahead of time so that we can come to an agreement.

I see therapy as a collaborative process between two people -- one who defines the problem areas to be worked on and the other, who (as a consultant with specialized knowledge), offers assistance in making the desired changes.

If we are to work together well, we will need to specify the goals, foci and methods of treatment, risks and benefits of treatments, the approximate time commitment involved, costs and other aspects of your particular situation. Before going further I expect us to agree on a plan to which we will both strive to adhere. Periodically, together, we will evaluate our progress and goals and, if necessary, redesign our treatment plan, goals and methods.

As with any powerful treatment, there are both benefits and risks associated with psychotherapy. Risks might include experiencing uncomfortable levels of feelings like sadness, guilt, anxiety, anger, frustration, loneliness, and helplessness; recalling unpleasant aspects of your history; missing work or school; or appearing or being judged as mentally disturbed or inadequate. Difficulties with people important to you may occur; family secrets may be disclosed; and, despite our best efforts, therapy may not work out well. Some changes may lead to worsening of your problems or even losses (for example, therapy may lead to the decision to separate or divorce).

Despite this, you should know that psychotherapy has been repeatedly scientifically demonstrated to be of benefit for most people and in most situations. Benefits might include the lifting of a depression or no longer feeling afraid or angry or anxious. You will have the opportunity to "talk things out" fully and completely until you are satisfied. Relationships and skills may improve dramatically. You may be better able to cope with social or family relationships, and so receive more satisfaction from them. You may better understand your personal goals and values and thus grow as a person and become more mature.

I do not take on clients whom, in my professional opinion, I cannot help using the techniques I have available. I will, therefore, enter our relationship with optimism and an eagerness to work with you.

2. Meetings

Our first four (4) sessions will be the formulation and communication of: **1) The Assessment & Evaluation Phase; 2) The Diagnosis Phase; and 3) The Proposed Treatment Plan Phase.** Future meetings are usually conducted in one (1) hour intervals. We will schedule our meetings cooperatively for our mutual convenience.

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V. Information for my Clients About My Practice, continued

Feel free to ask about my schedule in making your own plans. Since I do brief therapy, typically we will meet more often over the first three or four months and then less often over several more months.

An appointment is a commitment to our work and a contract between us - we each agree and promise to be here and on time. On occasion, I may not be able to start on time. For this I ask your understanding and assure you that you will receive the full time agreed to. If you are late we will probably be unable to meet for the full time scheduled as it is likely that I have another appointment scheduled after yours.

Your session time is reserved for you. Reality does not always allow us to keep our promises, but a canceled appointment is an interruption in our work which will delay completing it. I am rarely able to fill a canceled hour unless I have a week's notice. I will make our meetings a first priority and ask you to do the same. Any scheduled sessions that we mutually agree to, and that you do not subsequently attend, will be charged a \$125.00 cancellation fee, **PROVIDED THERE IS NO TWENTY-FOUR (24) HOUR ADVANCE CANCELLATION NOTICE TO THE UNDERSIGNED THERAPIST.**

I do not have available personnel to supervise your children in the reception area while we are meeting. Therefore, I request that you do not bring children with you that need supervision unless you have someone who can sit with them.

4. Fees

In any professional relationship, payment for services is an important issue. This is even more true in therapy, where clarity of relationships and responsibilities is one goal of treatment. You are responsible for assuring that services are paid for; this demonstrates your seriousness, sincerity and maturity. My current regular fee for therapy services is \$125.00 per hour. In unusual circumstances we may, before the end of our first meeting, negotiate other arrangements. Because this is a substantial commitment of money, although certainly not out of line with similar professional services, it requires that we work efficiently and energetically.

I will assume that our agreed-upon financial relationship will continue in effect as long as I provide services or until you inform me, in person, by telephone or by certified mail that you wish to end it. I will expect you to pay for any services rendered to you until the time you terminate the relationship.

5. Billing and payments

You will be expected to pay for each completed therapeutic session at the end of the meeting. Please do not interpret this as any distrust of you or lack of faith in your responsibility and maturity. In my experience, I have found that this arrangement keeps our attention focused on our goals and makes it most productive. It also allows me to keep my fees as low as possible because it reduces bookkeeping costs. May I suggest that you make out your check before each session begins so that our time will be used most productively.

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V. Information for my Clients About My Practice, continued

If you have health insurance which may pay a portion of my fee. I will help you with your insurance claim through what is identified as a 'Superbill'. However, please bear in mind that you are responsible and not your insurance company, for paying the fees we agreed upon.

If there is any problem with my charges, billing, or any other point, please bring it to my attention and I will do the same with you. Such problems can interfere greatly with our work and must be resolved openly and without delay.

6. Contacting me

Out of consideration I usually do not take calls when I am with a client; I will note the call and, as soon as I can, pick up any messages left on my answering machine. My mailing addresses are 215 East Bay St., Suite 201-D, Charleston, SC 29401 and 409 Coleman Boulevard, Suite 2A, Mount Pleasant, SC 29464. I cannot always be reached by phone immediately, so the office fax number is (843) 723-8002. In the event of emergency or if you have the need to reach me quickly, call (843) 469-5489, and if I cannot answer immediately, it will take a voice message and page me immediately thereafter; this is in operation 24 hours a day. Generally, messages are picked up and calls returned daily except on weekends and holidays. In emergencies, however, your calls will be returned promptly. In a dire emergency, if you cannot reach me, you might call your personal physician, go to the nearest emergency room and ask for the psychiatrist, psychiatric resident or house officer on call. Other possibilities include Mobile Crisis (a division of mental health that is available 24 hours per day) at (843) 414-2350 and HOTLINE (211 or 747-HELP) which is a 24 hour counseling and/or crisis line.

I have found, in most cases, that telephone counseling is not very effective. If you need more than five minutes to resolve an issue, it is better to make an appointment.

7. Confidentiality

I regard the information you share with me with the greatest respect so I want us to be as clear as possible about how it will be handled. In general, I will tell no one what you tell me. The confidentiality of our conversations, including your records, is legally protected by federal and state law, including HIPAA, and by my profession's ethical principles, in all but a few rare circumstances. These are outlined in my hand-out on *Confidentiality and Psychotherapy* which is also being provided to you.

8. My way of doing therapy

Each counselor has been taught and has expanded upon a way of doing therapy, where we have developed rules or methods which have worked well. I will be happy to explain or clarify these if you would like more information.

I often lend books, which you may keep as long as they are of use to you; but I ask you to return them so that I may lend them to another client. I may also give you photocopies of articles or informational handouts which are yours to keep.

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V. Information for my Clients About My Practice, continued

I often take notes and, also, ask my clients to take notes, both during the session and at home. Periodically I will, also, negotiate homework assignments with you. These can be a crucial component of personal change and if you are willing to fully participate with these tasks, you will maximize your therapy dollars.

9. Your case records

You have the right to review your medical record (see limitations in HIPAA section of Confidentiality handout) in my files at any time, to request additions or corrections, and to obtain copies (only with your written permission, of course) for other professionals to use.

South Carolina law, also, requires that I keep your case records in a secure place for at least ten (10) years after we last meet or have any contact. (For minors, the law states such records be maintained for at least thirteen (13) years).

10. Termination

Termination is inevitable. It should not be done casually, as it can be made a most valuable part of our work. If you would like to take a "vacation" from therapy to try it on your own, we must discuss this but we can often arrange it to be productive.

11. Evaluation of treatment

If at any time, you feel dissatisfaction with any aspect of therapy, please discuss your views, reasons, concerns or plans or whatever is troubling you with me as soon as you can so we can resolve the problem.

12. Contact person

If, during our work together there is an emergency or I become concerned about your personal safety or the possibility of your injuring someone else, I am morally and legally obliged to notify the "Contact Person" you identified upon completion of your intake information.

13. My background

Because we all need to know we are in good hands, I indicate my credentials below. If you wish more information on my background or training, please feel free to ask. I am a **Licensed Professional Counselor (LPC)** with the State of South Carolina, license number 5717.

I am, also, a **"Master Addiction Counselor (MAC)"** and a **"Substance Abuse Professional (SAP)"**. I am the President and owner of **"Charleston Addictions Counseling, LLC"**, Charleston, South Carolina and of **"Mount Pleasant Addictions Counseling, LLC"**, Mount Pleasant, South Carolina.

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V. Information for my Clients About My Practice, continued

I have a **Bachelor of Science degree** in **Criminal Justice** from Northeastern University (Boston, MA.), a **Masters Degree** in **Psychology** from Webster University (Charleston, SC) and a **Juris Doctor Degree** in **Law** from the New England School of Law (Boston, MA).

I am the current **Vice-Chairman** of the "Friends of the Charleston Drug Center," Charleston County's Alcohol and Drug Treatment Facility.

I have worked as a **Case Manager** for Crisis Ministries, Charleston County's Homeless Shelter. I have, worked as a **Clinical Counselor II** for the Barnwell County-Alcohol Drug and Treatment Facility.

I have, also, worked as a volunteer **Triage Assistant** for the Charleston Center, Charleston County's premier alcohol and drug treatment facility.

I have been formerly employed as a **Homicide Detective**, Boston, Massachusetts and have worked in Fifty-one (51) countries as an **International Investigative Attorney**.

I am a **Licensed Attorney**, in good standing, in three (3) jurisdictions.

I am a **Court Qualified "Expert" Witness** in the field of "Polygraphy" or Lie Detector.

I, also, conduct formal **Psychological Evaluations**, under contract, for the **State of South Carolina-Board of Probation, Parole and Pardon (BPPP)**.

In closing, I serve as a **"Mentor"** to select individuals participating in the **United States Federal Court** program entitled, **"The Bridge."**

14. Complaint procedures

If you are dissatisfied with any aspect of my work please raise your concerns with me immediately. Dissatisfactions will make our working together slower and more difficult if not resolved. If you feel that you have been treated unfairly or even unethically, by me or any other counselor, and cannot resolve this problem with me, you can contact the S.C. Board of Examiners (mailing address: PO Box 11329, Columbia, SC 29211; phone number (803) 896-4658) and speak to the Chairperson of the Ethics Committee for clarification or to lodge a complaint. There may be other options which I would be glad to expound upon if you so desire.

15. Additional Points

Private Practitioner: By the way, I sometimes allow another counselor to share my office space, however each of us operates independently and is solely responsible for the quality of the care he or she provides.

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V. Information for my Clients About My Practice, continued

Expert Testimony: It is possible that, if you are married or have children, you may become involved in a divorce or custody dispute. If this occurs, I want you to understand that I will not be available to provide expert testimony in court, and that you should engage a court-appointed child custody evaluator. This decision is based on two reasons: (1) my evaluations will be seen as biased in favor of my client because we have a therapeutic alliance, and (2) because the testimony might negatively affect our therapeutic relationship, and I must put your interests first.

Code of Ethics: Like any health care professional I have an ethical responsibility and am also eager to answer professional questions which you have the right to raise. I fully abide by the Ethical Principles of the **AMERICAN MENTAL HEALTH COUNSELOR ASSOCIATION** and of the **S.C. BOARD OF EXAMINERS FOR LICENSED PROFESSIONAL COUNSELORS**.

Out-of-Office Contact: As a result of our special, professional relationship, one frustration of being a counselor is that I cannot now nor will I ever be your "friend." I will not see you socially or enter into any business or other relationship besides the therapeutic one, no matter how rational or beneficial it may seem at the time. If we meet on the street or socially, I will minimize our conversation so as not to run any risk of breaching confidentiality in an open environment. I will never introduce you to someone I may be with as "a client". I will never betray your trust and we can never enter into or pursue a sexual relationship, as this would be highly unethical.

Recovering Memory Work: People often approach me to help them recover memories of past traumas. I do not employ hypnosis as part of the techniques I use. I will be happy to work with you to sort out troublesome memories, intrusive thoughts, dreams, etc., however memory work often does not have concrete resolution. Regardless of whether we can prove that a memory or dream is based on fact, we can work with the feelings associated with same.

Limitations: I am **NOT LICENSED OR TRAINED** to practice Law, medicine, social work or another profession in the state of South Carolina, and as such, I am not willing nor capable of giving you trustworthy advice from other professional points of view.

Non-Discrimination: In my professional practices, as counselor, consultant and teacher, I do not discriminate in accepting and treating patients, clients, students or others on any of these bases: age, gender, marital status, race, color, religious beliefs or creed, belief, ancestry, national or ethnic origin, ethnicity, location of residence, physical or mental disability or handicap, veteran status, sexual orientation, health status, having a criminal record unrelated to present dangerousness, or in violation of federal, state or local laws or executive orders. This is both a personal commitment and is made in accordance with federal, state and local laws and regulations. If you believe you have been discriminated against please bring this matter to my attention immediately.

V. Information for my Clients About My Practice, continued

16. Agreement

I have read (or had read to me) the issues and points stated above, discussed them where I was not clear about those points, had my questions fully answered, and understood and agree to comply with them, I hereby agree to enter into psychotherapy with this counselor as indicated by my signature below.

Client

Date

I, the Licensed Professional Counselor (LPC), having interacted for a suitable period of time, find no reason to believe that this client is not fully competent to give full consent to treatment. Furthermore, believing this client fully understands the issues raised above because I have personally informed the client of the above-stated issues and points, discussed them, and responded to all questions raised, I agree to enter into psychotherapy with this client as is indicated by my signature below.

Kevin Chadbourne Downs

B.S., Crim. Justice, M.A., Psych., J.D., Attorney, LPC, MAC, and SAP

Date: _____

I truly appreciate the opportunity you have given me to be of professional service to you and am happy to receive your questions, comments, suggestions or concerns at any time.

VI. HIPAA NOTICE OF PRIVACY PRACTICES

I. THIS NOTICE DESCRIBES HOW MEDICAL INFORMATION ABOUT YOU MAY BE USED AND DISCLOSED AND HOW YOU CAN GET ACCESS TO THIS INFORMATION. PLEASE REVIEW IT CAREFULLY.

II. IT IS MY LEGAL DUTY TO SAFEGUARD YOUR PROTECTED HEALTH INFORMATION (PHI).

By law I am required to insure that your PHI is kept private. The PHI constitutes information created or noted by me that can be used to identify you. It contains data about your past, present, or future health or condition, the provision of health care services to you, or the payment for such health care. I am required to provide you with this Notice about my privacy procedures. This Notice must explain when, why, and how I would use and/or disclose your PHI. Use of PHI means when I share, apply, utilize, examine, or analyze information within my practice; PHI is disclosed when I release, transfer, give, or otherwise reveal it to a third party outside my practice. With some exceptions, I may not use or disclose more of your PHI than is necessary to accomplish the purpose for which the use or disclosure is made; however, I am always legally required to follow the privacy practices described in this Notice.

Please note that I reserve the right to change the terms of this Notice and my privacy policies at any time. Any changes will apply to PHI already on file with me. Before I make any important changes to my policies, I will immediately change this Notice and post a new copy of it in my office. You may also request a copy of this Notice from me, or you can view a copy of it in my office, which is located at 215 East Bay St., Suite 306, Charleston, SC 29401.

III. HOW I WILL USE AND DISCLOSE YOUR PHI.

I will use and disclose your PHI for many different reasons. Some of the uses or disclosures will require your prior written authorization; others, however, will not. Below you will find the different categories of my uses and disclosures, with some examples.

A. Uses and Disclosures Related to Treatment, Payment, or Health Care Operations Do Not Require Your Prior Written Consent. I may use and disclose your PHI without your consent for the following reasons:

1. For treatment. I may disclose your PHI to physicians, psychiatrists, psychologists, and other licensed health care providers who provide you with health care services or are otherwise involved in your care. Example: If a psychiatrist is treating you, I may disclose your PHI to her/him in order to coordinate your care.
2. For health care operations. I may disclose your PHI to facilitate the efficient and correct operation of my practice. Examples: Quality control - I might use your PHI in the evaluation of the quality of health care services that you have received or to evaluate the performance of the health care professionals who provided you with these services. I may also provide your PHI to my attorneys, accountants, consultants, and others to make sure that I am in compliance with applicable laws.

This is a strictly confidential patient medical record. Redisclosure or transfer is expressly prohibited by law.

VI. HIPAA Notice of Privacy Practices, continued

3. To obtain payment for treatment. I may use and disclose your PHI to bill and collect payment for the treatment and services I provided you. Example: I might send your PHI to your insurance company or health plan in order to get payment for the health care services that I have provided to you. I could also provide your PHI to business associates, such as billing companies, claims processing companies, and others that process health care claims for my office.
4. Other disclosures. Examples: Your consent isn't required if you need emergency treatment provided that I attempt to get your consent after treatment is rendered. In the event that I try to get your consent but you are unable to communicate with me (for example, if you are unconscious or in severe pain) but I think that you would consent to such treatment if you could, I may disclose your PHI.

B. Certain Other Uses and Disclosures Do Not Require Your Consent. I may use and/or disclose your PHI without your consent or authorization for the following reasons:

When disclosure is required by federal, state, or local law; judicial, board, or administrative proceedings; or, law enforcement. Example: I may make a disclosure to the appropriate officials when a law requires me to report information to government agencies, law enforcement personnel and/or in an administrative proceeding.

1. To avoid harm. I may provide PHI to law enforcement personnel or persons able to prevent or mitigate a serious threat to the health or safety of a person or the public.
2. If disclosure is compelled or permitted by the fact that you are in such mental or emotional condition as to be dangerous to yourself or the person or property of others, and if I determine that disclosure is necessary to prevent the threatened danger.
3. If disclosure is mandated by the Child Abuse and Neglect Reporting law. For example, if I have a reasonable suspicion of child abuse or neglect or if I have a reasonable suspicion of elder abuse or dependent adult abuse.
4. If disclosure is compelled or permitted by the fact that you tell me of a serious/imminent threat of physical violence by you against a reasonably identifiable victim or victims.
5. For Workers' Compensation purposes. I may provide PHI in order to comply with Workers' Compensation laws.
6. If disclosure is required or permitted to a health oversight agency for oversight activities authorized by law. Example: When compelled by U.S. Secretary of Health and Human Services to investigate or assess my compliance with HIPAA regulations.
7. If disclosure is otherwise specifically required by law.

C. Certain Uses and Disclosures Require You to Have the Opportunity to Object.

1. Disclosures to family, friends, or others. I may provide your PHI to a family member, friend, or other individual who you indicate is involved in your care or responsible for the payment for your health care, unless you object in whole or in part. Retroactive consent may be obtained in emergency situations.

D. Other Uses and Disclosures Require Your Prior Written Authorization. In any other situation not described in Sections IIIA, IIIB, and IIIC above, I will request your written authorization before using or disclosing any of your PHI. Even if you have signed an authorization to disclose your PHI, you may later revoke that authorization, in writing, to stop any future uses and disclosures (assuming that I haven't taken any action subsequent to the original authorization) of your PHI by me.

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VI. HIPAA Notice of Privacy Practices, continued

IV. WHAT RIGHTS YOU HAVE REGARDING YOUR PHI

These are your rights with respect to your PHI:

- A. **The Right to See and Get Copies of Your PHI.** In general, you have the right to see your PHI that is in my possession, or to get copies of it; however, you must request it in writing. If I do not have your PHI, but I know who does, I will advise you how you can get it. You will receive a response from me within 30 days of my receiving your written request. Under certain circumstances, I may feel I must deny your request, but if I do, I will give you, in writing, the reasons for the denial. I will also explain your right to have my denial reviewed.

If you ask for copies of your PHI, I will charge you not more than \$.25 per page. I may see fit to provide you with a summary or explanation of the PHI, but only if you agree to it, as well as to the cost, in advance.

- B. **The Right to Request Limits on Uses and Disclosures of Your PHI.** You have the right to ask that I limit how I use and disclose your PHI. While I will consider your request, I am not legally bound to agree. If I do agree to your request, I will put those limits in writing and abide by them except in emergency situations. You do not have the right to limit the uses and disclosures that I am legally required or permitted to make.
- C. **The Right to Choose How I Send Your PHI to You.** It is your right to ask that your PHI be sent to you at an alternate address (for example, sending information to your work address rather than your home address) or by an alternate method (for example, via email instead of by regular mail). I am obliged to agree to your request providing that I can give you the PHI, in the format you requested, without undue inconvenience.
- D. **The Right to Get a List of the Disclosures I Have Made.** You are entitled to a list of disclosures of your PHI that I have made. The list will not include uses or disclosures to which you have already consented, i.e., those for treatment, payment, or health care operations, sent directly to you, or to your family; neither will the list include disclosures made for national security purposes, to corrections or law enforcement personnel, or disclosures made before April 15, 2003. After April 15, 2003, disclosure records will be held for six years. I will respond to your request for an accounting of disclosures within 60 days of receiving your request. The list I give you will include disclosures made in the previous six years (the first six year period being 2003-2009) unless you indicate a shorter period. The list will include the date of the disclosure, to whom PHI was disclosed (including their address, if known), a description of the information disclosed, and the reason for the disclosure. I will provide the list to you at no cost, unless you make more than one request in the same year, in which case I will charge you a reasonable sum based on a set fee for each additional request.
- E. **The Right to Amend Your PHI.** If you believe that there is some error in your PHI or that important information has been omitted, it is your right to request that I correct the existing information or add the missing information. Your request and the reason for the request must be made in writing. You will receive a response within 60 days of my receipt of your request. I may deny your request, in writing, if I find that: the PHI is (a) correct and complete, (b) forbidden to be disclosed, (c) not part of my records, or (d) written by someone other than me. My denial must be in writing and must state the reasons for the denial. It must also explain your right to file a written statement objecting to the denial. If you do not file a written objection, you still have the right to ask that your request and my denial be attached to any future disclosures of your PHI. If I approve your request, I will make the change(s) to your PHI. Additionally, I will tell you that the changes have been made, and I will advise all others who need to know about the change(s) to your PHI.

F.

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VI. HIPAA Notice of Privacy Practices, continued

The Right to Get This Notice by Email You have the right to get this notice by email. You have the right to request a paper copy of it, as well.

V. HOW TO COMPLAIN ABOUT MY PRIVACY PRACTICES

If, in your opinion, I may have violated your privacy rights, or if you object to a decision I made about access to your PHI, you are entitled to file a complaint with the person listed in Section VI below. You may also send a written complaint to the Secretary of the Department of Health and Human Services at 200 Independence Avenue S.W. Washington, D.C. 20201. If you file a complaint about my privacy practices, I will take no retaliatory action against you.

VI. PERSON TO CONTACT FOR INFORMATION ABOUT THIS NOTICE OR TO COMPLAIN ABOUT MY PRIVACY PRACTICES

If you have any questions about this notice or any complaints about my privacy practices, or would like to know how to file a complaint with the Secretary of the Department of Health and Human Services, please contact me at:

Kevin Chadbourne Downs, M.A., J.D., Attorney, Licensed Professional Counselor
215 E. Bay St., Suite 201-D
Charleston, SC 29401

The signatures here attest to the fact that we each have read, discussed, understand and agree to abide by the points presented above.

Client's Signature

Kevin Chadbourne Downs
B.S., Crim. Justice, M.A., Psych., J.D., Attorney, LPC, MAC, and SAP

Date: _____

This is a strictly confidential patient medical record. Redisclosure or transfer is expressly prohibited by law.