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Psychotherapist-Client Services Agreement

Welcome to my practice. This document (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 that provides privacy protections and client rights with regard to the use and disclosure of your Protected Health Information (PHI) used for the purpose of treatment, payment, and health care operations. HIPAA requires that I provide you with the attached Privacy Practices Notice that 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. Although these documents are long and sometimes complex, it is very important that you read them carefully. We can discuss any questions you have about the procedures. When you sign this document, it will also represent an agreement between us.

Psychological Services

Psychotherapy is not easily described in general statements. It varies depending on the personalities of the psychotherapist and client, and the particular problems you are experiencing. There are many different methods I may use to deal with the problems that you hope to address. Psychotherapy is not like a medical doctor visit. Instead, it calls for a very active effort on your part. In order for the psychotherapy to be most successful, you will have to work on things we talk about both during our appointments and at home.

Psychotherapy can have benefits and risks. Since psychotherapy often involves discussing unpleasant aspects of your life, you may experience uncomfortable feelings like sadness, guilt, anger, frustration, loneliness, and helplessness. On the other hand, psychotherapy has also been shown to have many benefits. Psychotherapy often leads to better relationships, solutions to specific problems, and significant reductions in feelings of distress. But there are no guarantees of what you will experience.

Our first few appointments will involve an evaluation of your needs. By the end of the evaluation, I will be able to offer you some first impressions of what our work will include and a treatment plan to follow, if you decide to continue with psychotherapy. You should evaluate this information along with your own opinions of whether you feel comfortable working with me. Psychotherapy involves a large commitment of time, money, and energy, so you should be very careful about the psychotherapist you select. If you have questions about my procedures, we should discuss them whenever they arise. If your doubts persist, I will be happy to help you set up a meeting with another mental health professional for a second opinion.

Meetings

I normally conduct an initial evaluation in one appointment that lasts about 90 minutes or over a few appointments that usually last 50 minutes each. 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. If psychotherapy is begun, I will usually schedule one 50-minute appointment per week at a time we agree on, although some appointments may be longer or more frequent. **Once an appointment is scheduled, you will be expected to pay for it unless you provide advance notice of cancellation by email or voicemail no later than 24 hours prior to the appointment. It is important to note that insurance companies do not provide reimbursement for cancelled appointments.**

Professional Fees

My fee for an initial 90-minute appointment is **\$180**, and my fee for a 50-minute appointment is **\$120**. In addition to weekly appointments, I charge **\$120** per hour for other professional services you may need, though I will break down the hourly cost if I work for periods of less than one hour. Other services include report writing, telephone conversations lasting longer than 10 minutes, consulting with other professionals with your permission, preparation of records or treatment summaries, and the time spent performing any other service you may request of me.

My services are not for addressing legal or custody issues. If you become involved in legal proceedings that require my participation, you agree 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** per hour for preparation and attendance at any legal proceeding.

Billing and Payments

You will be expected to pay for each appointment prior to or at the beginning of the appointment, unless we agree otherwise. Payment for other professional services will be agreed to when they are requested.

If your account has not been paid for more than 60 days and arrangements for payment have not been agreed upon, I have the option of using legal means to secure the payment. This may involve hiring a collection agency or going through small claims court which will require me to disclose otherwise confidential information. In most collection situations, the only information I release regarding a client's treatment is the client's 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

I do not participate on any insurance or managed care panels, and you are responsible for full payment of my fees. Upon request, I will provide you with an invoice, often referred to as a "super bill", that you can submit to your insurance company to claim benefits for out-of-network mental health treatment. This does not guarantee that your insurance will cover services. If you use insurance policy benefits to pay for treatment, your insurance company is authorized to examine your Clinical Record.

Contacting Me

I am often not immediately available by telephone, and I probably will not answer the phone when I am with a client. When I am unavailable, my telephone is answered by voicemail, and I will usually return your call on the same or next day between 9am and 7pm, with the exception of weekends and holidays. If you are difficult to reach, please inform me of some times when you will be available.

Emergencies and Crisis

I don't provide emergency or after hours services. If you have an emergency, you are advised to contact your physician or the nearest hospital emergency room and ask for the psychologist on call. Mental Health Crisis Lines are available in Washington County at (503) 291-9111, in Multnomah County at (503) 988-4888, in Clackamas County at (503) 655-8585, in Clark County at (360) 696-9560, and nationally at (800) 273-8255. You may find other Crisis Lines at CDavidMaxey.com/contact

Limits on Confidentiality

The law protects the privacy of all communications between a client and a psychotherapist. In most situations, I can only disclose information about your treatment to others if you sign a written Authorization that meets certain legal requirements imposed by state law and/or HIPAA.

I may receive supervision from Daniel J. Munoz, Ph.D., Psychologist, Supervisor or other licensed psychologists, who are legally bound to keep information confidential, and during supervision, I may disclose protected health information. I may also occasionally consult other health and mental health professionals, who are legally bound to keep information confidential, and during consultation, I will make reasonable efforts to avoid revealing your identity.

I may employ or contract with other mental health professionals or administrative staff. In most cases, I need to share your protected information with these individuals for both clinical and administrative purposes, such as scheduling, billing, and quality assurance. All mental health professionals are bound by the same rules of confidentiality. All staff are given training about protecting your privacy and agree not to release any information outside of the practice without the permission of a professional.

I also have contracts with businesses that provide services for my practice. As required by HIPAA, I have a formal business associate contract with these businesses, in which they promise to maintain the confidentiality of this data except as specifically allowed in the contract or otherwise required by law.

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 your diagnosis and treatment, such information is protected by psychotherapist-patient privilege law. I cannot provide any information without your (or your personal or legal representative's) written authorization, or a court order. If you are involved in or contemplating litigation, you should consider that my services are not for addressing legal or custody issues. You should also review my fees and 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, the client automatically authorizes me to release any information relevant to that claim.
- Disclosures required by health insurers or to collect overdue fees are discussed elsewhere in this Agreement.
- There are some situations in which I am legally obligated to take actions, which I believe are necessary to attempt to protect others from harm, and in these situations, I may have to reveal some information about a client. These situations are unusual in my practice.
- If there is a child abuse, elder abuse or domestic violence investigation, the law requires that I turn over my client's relevant records to the appropriate governmental agency, usually the local office of the Department of Human Services. Once such a report is filed, I may be required to provide additional information.
- If I believe that a client presents a clear and substantial risk of imminent, serious harm to another person, I may be required to take protective actions. These actions may include notifying the potential victim, contacting the police, or seeking hospitalization for the client.
- If I believe that a client presents a clear and substantial risk of imminent, serious harm to self, I may be obligated to seek hospitalization for the client, or to contact family members or others who can help provide protection.

If such a situation arises, I will make reasonable effort to discuss it with you before taking 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.

Clinical Record

The laws and standards of my profession require that I keep PHI about you in your Clinical Record. Except in unusual circumstances that involve danger to yourself and/or others (for which I will provide you with an accurate and representative summary of your Clinical Record), you may examine and/or receive a copy of your Clinical Record, if you request it in writing. Because these are professional records, they can be misinterpreted and/or upsetting to untrained readers. For this reason, 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. I am sometimes willing to conduct this review meeting without charge. In most circumstances, I charge the allowable fee, which as of 2017 is \$30 for up to 10 pages, 50¢ per page for pages 11-50, 25¢ per page for additional pages, and certain other expenses. If I refuse your request for access to your records, you have a right of review, which I will discuss with you upon request.

Client Rights

HIPAA provides you with rights with regard to your Clinical Record and disclosures of PHI. 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 PHI that you have neither consented to nor authorized; determining the location to which PHI 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 Privacy Practices Notice, and my Privacy Policies and Procedures. I am happy to discuss any of these rights with you.

Minors & Parents

Clients under 14 years of age who are not emancipated and their parents should be aware that the law may allow parents to examine their child's Clinical Record. Because privacy in psychotherapy can sometimes be crucial to successful progress, particularly with teenagers, I sometimes offer an agreement to parents that they consent to give up their access to their child's records. If they choose to agree, during treatment, I will provide them only with general information about the progress of the child's treatment, and the child's attendance at scheduled appointments. I will also provide parents with a summary of their child's treatment when it is complete. 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. Before giving parents any information, I will discuss the matter with the child, if possible, and do my best to handle any objections the child may have.

Although email communication may be convenient, it might be an unsecured way to communicate, and it is a serious risk to confidentiality. Clinically relevant information exchanged by email or other electronic means may become a part of the clinical record. By providing an email address either below and/or through credit card processing, you request and authorize email communication of protected health information, and you indicate that you understand that email communication is a serious risk to confidentiality, you are not required to communicate by email, you can call (503) 928-4182 and leave a confidential message on my secure voicemail, other means of communication are available at CDavidMaxey.com/contact, and you may terminate this authorization at any time by providing written notice.

By providing a phone number below, you request and authorize phone and voicemail communication of protected health information, and you indicate that you understand that you are not required to communicate by phone and voicemail, other means of communication are available at CDavidMaxey.com/contact, and you may terminate this authorization at any time by providing written notice.

Your signature below indicates that you have read this Psychotherapist-Client Services Agreement and agree to its terms and also serves as an acknowledgement that you have received the Privacy Practices Notice.

Printed Name of Parent or Child's Representative	email (Optional)	Phone (Optional)
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Signature of Parent or Child's Representative	Representative's Authority (Parent or Legal Guardian)	Date
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Printed Name of Parent or Child's Representative	email (Optional)	Phone (Optional)
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Signature of Parent or Child's Representative	Representative's Authority (Parent or Legal Guardian)	Date
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Printed Name of Client	email (Optional)	Phone (Optional)
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Signature of Client (Required for Clients 14 years old or older)	Date of Birth	Date
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Signature of C. David Maxey, M.A., Psychologist Associate Resident	Date
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