C. David Maxey, M.A.
Psychologist Associate Resident

7145 SW Varns St Suite 105, Tigard, OR 97223
(503) 928-4182 | David@CDavidMaxey.com
CDavidMaxey.com

Daniel J. Munoz, Ph.D., Psychologist, Supervisor

Information

Child's Preferred Name | Gender

Full Legal Name | Birthdate | Birth Sex

#1 Parent's Full Legal Name | Birthdate

Cell Phone | Other Phone | email

Address | City, State ZIP

#2 Parent's Full Legal Name | Birthdate

Cell Phone | Other Phone | email

Address | City, State ZIP

#1 Parent has:
- ☐ joint custody
- ☐ sole custody
- ☐ no custody

Parents are:
- ☐ married
- ☐ separated
- ☐ divorced
- ☐ _____

#2 Parent has:
- ☐ joint custody
- ☐ sole custody
- ☐ no custody

Pediatrician or Primary Care Physician | Group | Referred by

Address | City, State ZIP

Primary Insurance Company | Identification Number | Group Number

Billing Address | City, State ZIP

Subscriber's Name | Relationship to Child (Parent, Legal Guardian) | Subscriber's Birthdate

By providing this information, I authorize you to give reasonable and proper care by today's standards. By providing an email address, I consent to the use of email to communicate. A credit card must be kept on file. **Charges remaining after 60 days will be charged to a credit card on file to avoid further billing or collection fees.** Prior to authorizing this charge to a credit card, an attempt to contact you will be made.

Signature of Financially Responsible Party | Date | Relationship to Client (Parent, Legal Guardian) | Printed Name

email for Statements and Billing

Address for Statements and Billing | City, State ZIP

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Payment and Healthcare Operations

I understand I am financially responsible for all charges. Payment is due in full on the day of service. If C. David Maxey, M.A. agrees to bill insurance, I will pay co-payments, co-insurance or deductibles as required at each visit. Only my primary insurance will be billed. I understand billing insurance is not a guarantee of payment. If my insurance denies coverage for services or procedures, I am responsible for the charges. Accounts must be paid in full within 60 days. Balances remaining after 60 days will accrue billing charges. Charges remaining after 60 days will be charged to the credit card on file to avoid further billing or collection fees.

- I request health insurance payments be made directly to C. David Maxey, M.A. If the insurance carrier sends payment to the client or a family member, I will forward payment to C. David Maxey, M.A. for credit to my account. **C. David Maxey, M.A. may disclose the information necessary to process my insurance claims to any person, corporation, or agency responsible for payment.**
- I acknowledge that the client does not hold Oregon Health Plan Insurance (OHP). If the client unknowingly has OHP insurance, as either primary or secondary insurance, I waive the right to have OHP billed.
- In cases of divorce, the parent or guardian initiating service is responsible for the account and must sign this form. If that parent does not carry the client's health insurance, this form must also be signed by the individual who carries the insurance in order to submit a claim and have the benefits assigned to our office.
- **I understand that I will be charged for an appointment unless I provide advance notice of cancellation by email, phone call, or voicemail no later than 24 hours prior to the appointment. I understand that insurance companies do not provide reimbursement for cancelled appointments.** Evaluation appointments require a one-week advance notice of cancellation. C. David Maxey, M.A. may elect not to reschedule evaluations cancelled without sufficient notice.
- If I am receiving services under a managed care mental health insurance contract, I understand I may be required to obtain preauthorization before scheduling appointments. The health insurance carrier may limit the number of appointments I can schedule, or the time period in which appointments may occur. My health insurance may limit the types of procedures or diagnoses for which treatment is provided. I agree to be financially responsible for appointments that are not covered by health insurance because of breech of any of these conditions.
- If I choose to submit claims for services outside of the insurance billing policies of C. David Maxey, M.A., I am aware that C. David Maxey, M.A. will not accept assignment or provider discounts.
- I understand I must notify C. David Maxey, M.A. of any changes in my health insurance coverage prior to the next appointment. I understand C. David Maxey, M.A. will not retroactively bill for changes in insurance carrier.
- In the event of nonpayment of charges, C. David Maxey, M.A. shall be entitled to disclose information and recover all costs and expenses incurred in seeking collection of such charges including, without limitations, court costs and reasonable attorney's fees, whether such claims are pursued through court proceedings, appellate or bankruptcy proceedings, arbitration, or mediation.

Client's Name (Child) _____ Client's Birthdate (Child) _____

Client care coordination standards strongly recommend the practice of sharing information with the client's primary care provider. I consent to C. David Maxey, M.A. exchanging information as appropriate.

Pediatrician or Primary Care Physician _____ Group _____

Address _____ City, State ZIP _____

I have read and authorized the above.

Signature of Financially Responsible Party _____ Date _____ Relationship to Client (Parent, Legal Guardian) _____ Printed Name _____

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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 90-minute appointment or over a couple 45-minute appointments. 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 45-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, phone call, 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 fees are **$95** for the first appointment and **$75** for regular 45-minute appointments. In addition to appointments, I charge **$100** 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.

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 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

You should be aware that, pursuant to HIPAA, I keep PHI about you in two sets of professional records. One set constitutes your Clinical Record. It includes information about your reasons for seeking therapy, a description of the ways in which your problem impacts on your life, your diagnosis, the goals that we set for treatment, your progress towards those goals, your medical and social history, your treatment history, any past treatment records that I receive 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 that involve danger to yourself and 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 was $30 for up to 10 pages, 50¢ per page for pages 11-50, 25¢ per page for additional pages, and certain other expenses. The exceptions to this policy are contained in the attached Privacy Practices Notice. If I refuse your request for access to your Clinical Record, you have a right of review, which I will discuss with you upon request.

In addition, I also keep a set of Psychotherapy Notes. These Psychotherapy Notes are for my own use and are designed to assist me in providing you with the best treatment. While the contents of Psychotherapy Notes vary from client to client, they can include the contents of our conversations, my analysis of those conversations, and how they impact on your therapy. They also contain particularly sensitive information that you may reveal to me that is not required to be included in your Clinical Record. These Psychotherapy Notes are kept separate from your Clinical Record. While insurance companies can request and receive a copy of your Clinical Record, they cannot receive a copy of your Psychotherapy Notes without your signed, written Authorization. Insurance companies cannot require your Authorization as a condition of coverage nor penalize you in any way for your refusal. You do not have the right to examine or receive a copy of your Psychotherapy Notes.

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.

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

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.

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 to me (on any forms, through credit card processing, or by sending an email to me), you request and authorize email communication of protected health information**, and you indicate that you understand that 1) email communication is a serious risk to confidentiality, 2) you are not required to communicate by email, 3) you can call (503) 928-4182 and leave a confidential message on my secure voicemail, 4) other means of communication are available at CDavidMaxey.com/contact, and 5) you may terminate this authorization at any time by providing written notice.

By providing a phone number on any forms, you request and authorize phone and voicemail communication of protected health information, and you indicate that 1) you understand that you are not required to communicate by phone and voicemail, 2) other means of communication are available at CDavidMaxey.com/contact, and 3) you may terminate this authorization at any time by providing written notice.

Client's Name (Child) | Client's Birthdate (Child)

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

Parent or Representative Signature | Date | Relationship to Client (Parent, Legal Guardian) | Printed Name

Parent or Representative Signature | Date | Relationship to Client (Parent, Legal Guardian) | Printed Name

Client's Signature (required if 14 years old or older) | Date

C. David Maxey, M.A.
Psychologist Associate Resident | Date

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Daniel J. Munoz, Ph.D., Psychologist, Supervisor

Privacy Practices Notice

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

I. Uses and Disclosures for Treatment, Payment, and Health Care Operations

I may *use* or *disclose* your *protected health information* (*PHI*), for *treatment, payment, and health care operations* purposes with your *consent*. To help clarify these terms, here are some definitions:

"*PHI*" refers to information in your health record that could identify you.

"Treatment, Payment and Health Care Operations"

- ***Treatment*** is when I provide, coordinate or manage your health care and other services related to your health care. An example of treatment would be when I consult with another health care provider, such as your family physician or a psychologist.
- ***Payment*** is when I obtain reimbursement for your healthcare. Examples of payment are when I disclose your PHI to your health insurer to obtain reimbursement for your health care or to determine eligibility or coverage.
- ***Health Care Operations*** are activities that relate to the performance and operation of my practice. Examples of health care operations are supervision, quality assessment and improvement activities, business-related matters such as audits and administrative services, and case management and care coordination.

"*Use*" applies only to activities within my office such as sharing, employing, applying, utilizing, examining, and analyzing information that identifies you.

"*Disclosure*" applies to activities outside of my office, such as releasing, transferring, or providing access to information about you to other parties.

II. Uses and Disclosures Requiring Authorization

I may use or disclose PHI for purposes outside of treatment, payment, and health care operations when your appropriate authorization is obtained. An "*authorization"* is written permission above and beyond the general consent that permits only specific disclosures. In those instances when I am asked for information for purposes outside of treatment, payment and health care operations, I will obtain an authorization from you before releasing this information. I will also need to obtain an authorization before releasing your psychotherapy notes. *"Psychotherapy notes"* are notes I have made about our conversation during a private, group, joint, or family counseling session, which I have kept separate from the rest of your medical record. These notes are given a greater degree of protection than PHI.

You may revoke all such authorizations (of PHI or psychotherapy notes) at any time, provided each revocation is in writing. You may not revoke an authorization to the extent that (1) I have relied on that authorization; or (2) if the authorization was obtained as a condition of obtaining insurance coverage, and the law provides the insurer the right to contest the claim under the policy.

I will also obtain an authorization from you before using or disclosing:

- PHI in a way that is not described in this Notice.
- PHI for marketing purposes.

III. Uses and Disclosures with Neither Consent nor Authorization

I may use or disclose PHI without your consent or authorization in the following circumstances:

Child Abuse: If I have reasonable cause to believe that a child with whom I have had contact has been abused, I am required to report the abuse to the Oregon Department of Human Services or the local law enforcement agency. Additionally, if I have reasonable cause to believe that an adult with whom I have had contact has abused a child, I may be required to report the abuse.

Adult and Domestic Abuse: If I have reasonable cause to believe that any adult with whom I have had contact has been abused, I am required to report the abuse to the Oregon Department of Human Services or the local law enforcement agency. Additionally, if I have reasonable cause to believe that an adult with whom I have had contact has abused an adult, I may be required to report the abuse.

Health Oversight: The Oregon State Board of Psychology may subpoena relevant records from me should I be the subject of a complaint.

Judicial or Administrative Proceedings: If you are involved in a court proceeding and a request is made for information about your evaluation, diagnosis and treatment and the records thereof, such information is privileged under state law, and I must not release your information without written authorization by you or your personal or legally-appointed representative, or a court order. This privilege does not apply when you are being evaluated for a third party or where the evaluation is court-ordered. You will be informed in advance if this is the case.

Serious Threat to Health or Safety: I may disclose confidential information when I judge that disclosure is necessary to protect against a clear and substantial risk of imminent serious harm being inflicted by you on yourself or another person. I must limit disclosure of the otherwise confidential information to only those persons and only that content which would be consistent with the standards of the profession in addressing such problems.

Worker's Compensation: If you file a worker's compensation claim, this constitutes authorization for me to release your relevant mental health records to involved parties and officials. This would include a past history of complaints or treatment of a condition similar to that in the complaint.

When the use and disclosure without your consent or authorization is allowed under other sections of Section 164.512 of the Privacy Rule and the state's confidentiality law: This includes certain narrowly-defined disclosures to law enforcement agencies, to a health oversight agency (such as HHS or a state department of health), to a coroner or medical examiner, for public health purposes relating to disease or FDA-regulated products, or for specialized government functions such as fitness for military duties, eligibility for VA benefits, and national security and intelligence.

There may be additional disclosures of PHI that I am required or permitted by law to make without your consent or authorization, however the disclosures listed above are the most common.

IV. Your Rights and My Duties

Your Rights:

Right to Request Restrictions – You have the right to request restrictions on certain uses and disclosures of protected health information about you. However, I am not required to agree to a restriction you request.

Right to Receive Confidential Communications by Alternative Means and at Alternative Locations – You have the right to request and receive communications of PHI by alternative means and at alternative locations. (For example, you may request communications by phone, email, or postal mail and at another phone number or address.)

Right to Inspect and Copy – You have the right to inspect or obtain a copy (or both) of PHI in my mental health and billing records used to make decisions about you for as long as the PHI is maintained in the record. I may deny your access to PHI under certain circumstances, but in some cases, you may have this decision reviewed. On your request, I will discuss with you the details of the request and denial process.

Right to Amend – You have the right to request an amendment of PHI for as long as the PHI is maintained in the record. I may deny your request. On your request, I will discuss with you the details of the amendment process.

Right to an Accounting – You generally have the right to receive an accounting of disclosures of PHI for which you have neither provided consent nor authorization (as described in Section III of this Notice). On your request, I will discuss with you the details of the accounting process.

Right to a Paper Copy – You have the right to obtain a paper copy of the notice from me upon request, even if you have agreed to receive the notice electronically.

Right to Restrict Disclosures When You Have Paid for Your Care Out-of-Pocket – You have the right to restrict certain disclosures of PHI to a health plan when you pay out-of-pocket in full for my services.

Right to Be Notified if There is a Breach of Your Unsecured PHI – You have a right to be notified if: (a) there is a breach (a use or disclosure of your PHI in violation of the HIPAA Privacy Rule) involving your PHI; (b) that PHI has not been encrypted to government standards; and (c) my risk assessment fails to determine that there is a low probability that your PHI has been compromised.

Right to Opt out of Fundraising Communications – You have a right to decide that you would not like to be included in fundraising communications that I may send out.

My Duties:

I am required by law to maintain the privacy of PHI and to provide you with a notice of my legal duties and privacy practices with respect to PHI.

I reserve the right to change the privacy policies and practices described in this notice. Unless I notify you of such changes, however, I am required to abide by the terms currently in effect.

If I revise my policies and procedures, I will provide you with a revised notice by posting it at CDavidMaxey.com/notice

V. Questions and Complaints

If you believe that your privacy rights have been violated and wish to file a complaint, you may send your written complaint to C. David Maxey at privacy@CDavidMaxey.com or 7145 SW Varns St Suite 105, Tigard, OR 97223. If you have questions, you may contact C. David Maxey at (503) 928-4182.

VI. Effective Date, Restrictions and Changes to Privacy Policy

I reserve the right to change the terms of this notice and to make the new notice provisions effective for all PHI that I maintain. I will provide you with a revised notice by posting it at CDavidMaxey.com/notice

This notice will go into effect on 18 October 2019.