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Agreement

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 my 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. When you sign this document, it will also represent an agreement between us.

Psychological Services

I specialize in clinical child and adolescent psychotherapy and psychological evaluation. Psychotherapy is not easy to describe in general statements. It varies depending on the personalities of the psychotherapist, child or adolescent, and family, as well as the particular problems being experienced. Although I may use many different methods to deal with the problems that you hope to address in psychotherapy, **I typically use cognitive behavioral therapy (CBT)**, which is an evidence-based psychotherapy, meaning that it is informed by scientific research. **I draw from both classic and contemporary CBT techniques** that have research support for their effectiveness. 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 and after our sessions (appointments).

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. Furthermore, **problems may get worse before they improve.**

Our first few appointments will involve assessments and an evaluation of your needs. I usually start by meeting with just the parents (without the child) to gather a wide variety of information and discuss what goals they have for our appointments. Then I usually meet with the child to hear from the child and discuss what goals they might be willing to work toward in our appointments. During this time, we can decide if I am the best person to provide the services you need in order to meet your goals. **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 (or evaluation) plan to follow, if you decide to continue with my services.** You should evaluate this information along with your own opinions of whether you feel comfortable working with me. Psychotherapy and psychological evaluation involve a large commitment of time, money, and energy, so you should be very careful about the mental health professional you select. 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 on a more or less frequent basis.

Unlike a full course of treatment or evaluation described in the previous paragraph, appointments through an Employee Assistance Program (EAP) are for brief psychotherapy (typically involving five or fewer appointments) to clarify problems, develop a plan to resolve them, work toward problem resolution, and if needed, refer you to additional services with me or another professional.

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.

You agree to pay for scheduled appointments 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 will not pay for cancelled or missed appointments.

If we have had no appointments in a span of six months or if multiple appointments are missed, please understand that treatment will be considered closed, unless I have agreed to this; however, you can contact me to discuss returning to treatment.

Professional Fees

My fees are **\$175 for the first appointment** and **\$110 for regular 45-minute appointments**, and they are updated from time to time. If I am in-network with your insurance and you present your insurance information before services are provided, my fees may be at a slightly lower contracted rate; however, contracted rates will not apply retroactively to services provided before you presented your insurance information. In addition to 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. In most cases, insurance companies will not pay for these other services.

Forms and questionnaires will need to be completed before the first appointment. Some are completed online or by printing a PDF, and if there are paper forms to be completed, you agree to pay a nonrefundable \$5 fee, which will be credited toward the fee for your first appointment. If you pay using a card stored on file, there is an additional \$4 convenience fee, which is not credited toward the fee for your first appointment.

My services are not for addressing legal or custody issues. I do not provide forensic psychology services, and it is not appropriate for a psychotherapist providing clinical psychology services to make recommendations on 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 complexity and difficulty of legal involvement, I charge **\$300 per hour for preparation and travel time (billed in 1 hour increments), and \$300 per hour for attendance at any legal proceeding (with a 4-hour minimum per day).** You agree to pay at least 50% of the anticipated fee for time spent in the form of a retainer.

Billing and Payments

You agree to pay for each appointment on the date of service in cash or check, unless we agree otherwise or unless I have an agreement with your insurance that requires another arrangement. **You agree to keep a current credit card stored on file** for payment at times when paying on the date of service in cash or check is inconvenient for you. **You agree to an additional \$4 convenience fee for any payments made using cards online or stored on file.** Payment for other professional services will be agreed to when they are requested. **Upon request, I will provide you with receipts** to help you receive your insurance benefits.

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

In order for us to set realistic treatment goals and priorities, it is important to evaluate what resources are available to pay for your treatment. If you have a health insurance policy, it will usually provide some coverage for mental health treatment. It is very important that you find out exactly what mental health services your insurance policy covers (e.g., by reading the mental health section of your insurance coverage booklet or contacting your plan administrator). Some insurance plans require preauthorization before scheduling mental health services, limit the number of appointments you schedule or the time period in which appointments occur, or limit the types of procedures or diagnoses for which treatment is provided.

If I have an agreement with your insurance to bill it directly, you agree to pay co-payments, co-insurance or deductibles as required at each appointment. You acknowledge that billing insurance is not a guarantee of payment. If your insurance denies coverage for services or procedures, you are responsible for the charges. You acknowledge that accounts must be paid in full within 60 days, and balances remaining after 60 days will accrue billing charges at 1.5% monthly (18% annually). You agree to have any balance remaining after 60 days charged to cards stored on file to avoid further billing or collection fees. You agree to notify me of any changes in health insurance coverage prior to the next appointment. You acknowledge that I will not retroactively bill for changes in insurance.

Whenever I bill insurance for you, you thereby request health insurance payments be made directly to me, and if the insurance company sends payment to you, the child, or a family member, you agree to forward payment to me for credit to your account. You acknowledge that **the client (child) does not have Oregon Health Plan Insurance (OHP)**, and if the child unknowingly has OHP insurance, as either primary or secondary insurance, you waive the right to have OHP billed. You acknowledge that I will not accept assignment or provider discounts, if you choose to submit claims for services outside of my insurance billing policies.

If I do not have an agreement with your insurance to bill it directly, I may be able to provide some assistance in helping you receive your insurance benefits (e.g., providing you with a receipt or responding to requests from your insurance for your Clinical Record); however, **you (not your insurance company) are responsible for full payment of my fees.**

You should be aware that your contract with **your insurance requires that I provide it with information from your Clinical Record, if you use insurance benefits to pay for treatment.** I will try to provide the minimum necessary (e.g., a diagnosis or treatment plan or summary) to meet your insurance's purposes (e.g., quality assurance or utilization review), but sometimes I am required to provide your entire Clinical Record to meet your insurance's purposes. Information received by your insurance will become part of the insurance's files and under its control. Upon request, I will provide you with a copy of any protected health information I have provided to your insurance. By signing this Agreement, you agree that I can provide requested information to your insurance. It is important to remember that you have the right to pay for my services yourself to avoid providing information to your insurance.

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:

- 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 a government agency is requesting the information for public health or health oversight activities (such as contact tracing), I may be required to provide it for them.
- 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 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.

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 are probably aware that I keep appropriate records, following HIPAA standards. You should be aware that I keep protected health information 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 and any questions that may arise. You should be aware that this will be treated in the same manner as any other professional service and you will be bill accordingly. 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.

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, my Privacy Practices Notice, and my Privacy Policies and Procedures. I am happy to discuss any of these rights with you.

Minors & Parents

Clients under 18 years of age 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 typically encourage family appointments, meetings with parents every 2-3 appointments, or other ways to involve parents. 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 think 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 call 9-1-1 or go to the nearest hospital emergency room. Mental Health Crisis Services are available in Washington County at 503-291-9111, in Multnomah County at 503-988-4888, in Clackamas County at 503-655-8585, and nationally at 800-273-8255. You may find other Crisis Lines at CDavidMaxey.com/crisis

Telehealth

Telehealth refers to services provided remotely using telecommunications technologies, such as phone or video conferencing. **Telehealth can have risks and benefits.** Telehealth might allow you to receive services at times and in places that might be more convenient. Most research shows that in most cases, telehealth can be as effective as in-person treatment; however, **telehealth is not always an appropriate treatment.** For example, telehealth is not designed for people in crisis situations. If it turns out that telehealth is not appropriate for you or if you prefer to stop having telehealth appointments, I will offer some options, such as in-person appointments or referral to another professional.

- I am only licensed to practice in Oregon; therefore, **I cannot provide services while anyone**

participating in an appointment is physically located outside of Oregon, even temporarily (for example, on vacation, for a family emergency, etc.).

- Protecting your privacy is often difficult when using telehealth services.
 - You and anyone else participating in an appointment should stay in a private space where we cannot be overheard by others.
 - **Privacy from parents, siblings, and others during appointments can sometimes be crucial to successful progress, particularly with teenagers.** You will be responsible for providing a safe and private space for appointments.
 - I offer appointments using telephone and video services that meet strict HIPAA privacy standards; nonetheless, our private conversations or stored data might be accessed by others, such as service personnel or hackers.
 - **You should use reasonable security practices**, such as using unique and complex passwords and storing them securely. Using a school's or employer's computer or phone might give the school or employer access to your private information.
 - If we agree to use a different service than the ones I offer, that service may not meet HIPAA privacy standards.
- Telehealth requires you to have certain computer or phone systems, as well as competence with the technology. Even if you do, appointments still might be impacted by technology issues, such as unstable internet service or sudden computer, service, phone, or power failures. Interruptions may disrupt an appointment at an important moment, and even though we will make a backup plan (for example, a phone number to call), I may be unable to reach you quickly.
- **You will need to participate in ensuring your safety during mental health crises, emergencies, and appointments with me.**
- Fees for telehealth are the same as fees for in-person appointments, and co-payments, co-insurance and deductibles (if required by your insurance) also apply to telehealth appointments.
- Your insurance policy may not cover telehealth appointments, and the benefits for telehealth may differ from benefits for in-person appointments. You are responsible for verifying your benefits prior to scheduling telehealth appointments.
- **Telehealth appointments shall not be audio or video recorded** in any way unless you and I both have agreed in writing. Recordings can quickly and easily compromise your privacy. Written professional records of telehealth appointments will be maintained in the same manner as professional records for in-person appointments.

Contacting Me

I am often not immediately available by telephone (e.g., when I am meeting with a client). When I am unavailable, my telephone is answered by voicemail, and I will usually return calls on the same or next day between 9am and 7pm, with the exception of weekends and holidays. If you are difficult to reach, please provide some times when you will be available.

email communication should be limited to administrative matters, such as scheduling and billing. When I receive emails with clinically relevant information, I typically wait to review it during our next appointment. Information exchanged by email or other electronic means may become a part of the clinical record. Although email communication may be convenient, it might be an unsecured way to communicate, and it is a serious risk to confidentiality. **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 may be 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 may be available at CDavidMaxey.com/contact, and 3) you may terminate this authorization at any time by providing written notice.

If you see me online or around town, please know that I will avoid interacting with you to protect your privacy, which is described in my policy available at CDavidMaxey.com/contact#social

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

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

Pediatrician or Primary Care Provider _____ Group _____ Address, Website or Phone Number _____

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, which is available at CDavidMaxey.com/notice

I am the child's: parent legal guardian

Signature: _____ Date _____

Your Name: _____

Signature: _____ Date _____

Your Name: _____

Child's
Signature: _____ Date _____
(required if 14 years old or older)

C. David Maxey, M.A. _____ Date _____
Licensed Psychologist Associate