

**Mindy Maxwell Clinical Services, PLLC
Mindy Maxwell MHP, LMHC**

Client-Counselor Service Agreement

Welcome to Mindy Maxwell Clinical Services! This document 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 patient rights about the use and disclosure of your Protected Health Information (PHI) for the purposes of treatment, payment, and health care operations. Although these documents are long and sometimes complex, it is very important that you understand them. When you sign this document, it will also represent an agreement between us. We can discuss any questions you have when you sign them or at any time in the future. If you have questions, please let me know.

Counseling is a relationship between people that works in part because of defined rights and responsibilities held by each person. As a client in counseling, you have certain rights and responsibilities that are important for you to understand. There are also legal limitations to those rights that you should be aware of. I, as your counselor, have corresponding responsibilities to you. These rights and responsibilities are described in the following sections.

Appointments

Appointments will ordinarily be 50-60 minutes in duration, once every other week at a time we agree on, although some sessions may be more or less frequent as needed. The time scheduled for your appointment is assigned to you and you alone. If you need to cancel or reschedule a session, I ask that you provide me with 48-hours' notice. If you miss a session without canceling, or cancel with less than 48-hour notice, you may be required to pay a fee of \$50 [unless we both agree that you were unable to attend due to circumstances beyond your control]. It is important to note that insurance companies do not provide reimbursement for cancelled sessions; thus, you will be responsible the cancellation fee. In addition, you are responsible for coming to your session on time; if you are late, your appointment will still need to end on time.

Confidentiality

I am bound by my professional ethics to protect client rights to confidential communication in regards to their involvement in counseling. I will make every effort to keep your personal information private. If you wish to have information released, you will be required to sign a release of information form before such information will be released. There are some limitations to confidentiality to which you need to be aware. In such a case, I will make every effort to notify you and limit the release to only what is necessary by law.

This confidentiality has the following exceptions as provided by law:

- Mandatory reporting to authorities of past or present suspected abuse or neglect of a child, elder person or dependent adult. Shall report or cause report to be made, no more than 48 hours (RCW 26.44.030);
- Consultation with other therapist in order to obtain accurate recommendations to assist you in the therapeutic process;
- Supervision sessions with the above-mentioned supervisors;
- If I suspect that you may cause harm to self or others. I may notify appropriate authorities as well as a person who may be harmed or who can prevent the harm;
- If I am court-ordered to provide information, whether through disposition, testimony in court, or other;
- In the event of an emergency for myself, my emergency contacts maybe giving your needed information;
- Your information will be released if you make a complaint with the Washington state department of health against me;
- If you use an insurance carrier for services, I am required to provide your information and they can access your record anytime;
- You're identifying information may be disclosed to my billing provider for billing purposes;
- If you are a parent or legal guardian of a minor 13 years or older, certain portions of the minors record may not be accessible to you under law. These records as such pertaining to behavioral health services (the age of 13 and older), substance use, chemically dependency services (the age of 16 and older), sexually transmitted diseases (the age of 14 and older), or abortions (the age of 14 and older), unless a written authorization was provided by the minor child allowing disclosure;
- I may release information to any individual if I reasonably believe the disclosure will avoid or minimize an eminent danger to the health or safety of the individual or any other individual.

Confidentiality and Technology

You may choose to use technology as part of your counseling services. This includes but is not limited to online counseling via Doxy.Me, Google Hangouts. Due to the nature of online counseling, there is always the possibility that unauthorized persons may attempt to discover your personal information. I will take every precaution to safeguard your information but cannot guarantee that unauthorized access to electronic communications could not occur. Please be advised to take precautions with regard to authorized and unauthorized access to any technology used in counseling sessions. Be aware of any friends, family members, significant others or co-workers who may have access to your computer, phone or other technology used in your counseling sessions. Should you have concerns about the safety of your email, text or chat, please consider using other forms of communication.

Professional Boundaries

I would like our therapeutic relationship to be comfortable, respectful, and professional where you as my client are my priority to ensure I have your best interest in mind. My intent is with positive regard for you in this process. I told the following practices regarding professional relationship boundaries:

- I will not, at any time, have a relationship with you outside of my office, even after we have ended our therapeutic, professional relationship. This is a professional boundary. I will not accept any social network “friend” request and I will not communicate with you through social media websites, platforms or applications other than my Practice Management Systems, Spruce Health, my office email or office cell phone.
- Because my business does have an Internet involvement, (listings on Yelp, Facebook, etc.), it is possible for you to place unsolicited reviews of my business on the site if you choose too. As stated above (and referenced in Washington law), it is your right and responsibility to choose the treatment provider and modality that you believe best suits your needs. Therefore, if you believe that I or my services no longer suits your needs, it is both you’re right and your responsibility to let me know directly so I can either make adjustments to help you or make a referral to another provider who might suit your needs. Thus, it is truly important to your treatment that you communicate your intent to post a comment *before* actually write a review, so that we can address concerns first. This is to keep communication between us as your primary source of input and feedback, so that your therapy can serve you best. Whether it is positive, negative, or ambivalence, it is best for us to discuss in person what your feelings are. To do so is likely to be very important for your treatment.
- I will not come at any time, engage in any form of physical, sexual, or inappropriate interaction or contact with you. I will not, at any time, engage in any form of physical, sexual, or inappropriate interaction or contact with you. This includes hugging. Therapy is conducted through talking, and touch is not a part of my approach. The exception to this is shaking hands, if initiated by you, if you should wish to do so.
- I will not accept to receive any gifts from you.
- If we see one another in public or outside of the professional setting, I will not initiate any form of contact with you as this is to maintain the confidential container of therapy. If you initiate contact with me, I may respond if the situation seems comfortable to do so; but please note that if you are was someone else or I am a someone else, or if we are in a public place with other people around, acknowledgment of any kind maybe outside the therapeutic boundary.
- I will not have a relationship with you beyond my scope of professional treatment services and the collection of fees for such services.
- Engagement is conditioned upon willingness to follow the treatment plan. If you decide you cannot or do not want to engage in the treatment plan, we will review if working together is appropriate.
- To determine appropriateness of fit, it may take several sessions (e.g. 5-6) before a clear assessment of your current situation is made. I reserve the right to terminate

treatment if, upon screening our assessment, if I determine that your needs call outside of the scope of my practice or skill set. In the event that I terminate treatment, I will offer to provide you with referrals to other, more appropriately matched providers.

Legal Situations

I do not write letters as it pertains to custody, parenting or service/companion animals as this is out of my scope. You understand that I, Mindy Maxwell, will not testify in court as an expert witness, including: divorce, child custody, other family law cases, civil, or criminal cases. If I, Mindy Maxwell, am subpoenaed by the Court, you understand that you are expected to pay for all my professional time. Because of the difficulty of legal involvement, I charge \$350 per hour for my professional time related at any legal involvement. Professional time includes preparation and attendance for legal proceedings, testimony related matters like case research, report writing, travel, consultations and phone calls with the attorney, depositions, actual testimony, cross examination time, and court room waiting time. Signing this disclosure statement gives permission for Mindy Maxwell to release confidential information in courtroom testimony any written reports to the Court if legally requested by the Court. If you need someone to provide this service to you, I can provide you with referrals.

Record Keeping

All sessions, forms included the client file record, and client information are generally privileged and confidential. I am obligated by federal law to follow Health Insurance Portability and Accountability Act (HIPAA) while keeping your Protected Health Information (PHI) secure, private, confidential and safe. They will not be shared except with respect to the limits to confidentiality discussed in the **Confidentiality** section. Should you wish to have their records released, you are required to sign a release of information which specifies what information is to be released and to whom. Records will be kept for at least 5 years but may be kept for longer. Records will be kept either electronically on a USB flash drive or in a paper file and stored in a locked cabinet in the counselor's office. After 5 years, records will be disposed in a secure and confidential manner.

Records

I keep a record of the services I provide to you. I keep clinical records of your counseling sessions and a treatment plan which includes goals for your counseling to ensure a direction to your sessions and continuity in service. You may ask to see and copy that record. You may also ask me to correct that record. I may not agree to do so, and I will inform you of reasons why. I will not disclose your record to others unless you direct me to do so with a written consent or unless the law allows, authorizes or compels me to do so.

Professional Fees

You are responsible for paying at the time of your session unless prior arrangements have been made. Payment must be made by cash, check or app such as Square at the time of service. **If you have a co-pay, co-insurance or are paying out of pocket, please bring payment to each session.** You understand that you are legally responsible for payment for your psychotherapy services, even if your insurance does not compensate me as your therapist. If you leave therapy with an unpaid balance, I may make every effort to collect the debt in addition to any costs resulting from collections efforts. You understand and agree to pay all amounts due or to become due on your account.

Fees are non-negotiable. If you do not have insurance and are unable to afford the hourly rate, arrangements may be made for a sliding fee scale. Fees are subject to change at counselor's discretion but you will receive ample notice before the changes go into effect.

If a check is returned by the bank due to insufficient funds, you agreed to pay that payment, in addition to late charges and all other charges assessed by the bank. A \$25 fee is usually charged for returned checks due to nonsufficient funds or other check errors.

Fee Schedule

Intake Session - \$180

Psychotherapy 60 minutes – \$120

This rate is subject to change without notice, but I will generally provide 30 days' notice of increases or adjustments.

Insurance

If you have a health insurance policy, it will usually provide some coverage for behavioral health treatment. With your permission, I will assist you to the extent possible in filing claims and ascertaining information about your coverage, but you are responsible for knowing your coverage and for letting me know if/when your coverage changes.

You should also be aware that most insurance companies require you to authorize me to provide them with a clinical diagnosis. Sometimes I have to provide additional clinical information which will become part of the insurance company files. By signing this Agreement, you agree that I can provide requested information to your carrier if you plan to pay with insurance.

By signing this Agreement, you understand that you are fully responsible for payment for all services rendered; that Mindy Maxwell Clinical Services will bill your insurance at the established full fee when you provide information on your coverage; that insurance companies (websites and phone representatives) provide Mindy Maxwell Clinical Services with information/estimates that may later prove inaccurate or incomplete; and that you are responsible for any co-payments and charges not covered by your insurance or 3rd party payment source.

In addition, if you plan to use your insurance, authorization from the insurance company may be required before they will cover counseling fees. If you did not obtain authorization and it is required, you may be responsible for full payment of the fee. Many policies leave a percentage (co-pay or co-insurance) of the fee to be covered by the patient. Either amount is to be paid at the time of the visit by check, cash or an app such as Square. In addition, some insurance companies also have a deductible, which is an out-of-pocket amount that must be paid by the patient before the insurance companies are willing to begin paying any amount for services.

Additionally, you also understand that your balance is calculated based on the estimated benefit estimate the insurance company reported to Mindy Maxwell Clinical Services; the actual insurance payment may differ from the estimate; and you will receive a refund or final invoice after Mindy Maxwell Clinical Services receives final insurance payments or denials of payment.

If I am not a participating provider for your insurance plan, I will supply you with a receipt of payment for services, which you can submit to your insurance company for reimbursement. Please note that not all insurance companies reimburse for out-of-network providers. If you prefer to use a participating provider, I will refer you to a colleague.

_____ **Assignment of Benefits and Consent:** I authorize my insurance company to send payment directly to Mindy Maxwell Clinical Services for all health benefits otherwise payable to me, to the extent of my bill. I authorize Mindy Maxwell Clinical Services to release such information about services rendered as may be necessary for payment as per this contract.

_____ **I do not have any other insurance** (i.e. "secondary" insurance).

_____ **Notice of Benefit/Financial Change:** I agree to contact Mindy Maxwell Clinical Services if my financial situation changes to review my initial fee and payment schedule for possible adjustment if on a sliding fee schedule. I understand that my agreement may be reassessed periodically. I also understand that the rates are subject to change with 30 days' notice.

Contacting Me

I am often not immediately available by telephone. I do not answer my phone when I am with clients or otherwise unavailable. At these times, you may leave a message on my confidential voice mail and your call will be returned as soon as possible, but it may take a day or two for non-urgent matters. If you feel you cannot wait for a return call or it is an emergency situation, go to your local hospital or call 911.

Email

I would request you provide me with a current email address. I may use email addresses to send appointment reminders and periodically check in with clients who have ended

therapy suddenly. If you would like to receive any correspondence through email, please write your email address here _____.

If you would like to opt out of email correspondence, please check here ____.

Risks/Benefits of Counseling

Counseling is an intensely personal process which can bring unpleasant memories or emotions to the surface. Progress can also be fluid in that, there may be times where it feels like you are going backward and other times you feel 5 steps ahead. There are no guarantees that counseling will work for you. Progress may happen slowly. Counseling requires a very active effort on your part. In order to be most successful, you may have to work on things we agree on outside of sessions.

However, there are many benefits to counseling. Counseling can help you develop coping skills, make behavioral changes, reduce symptoms of behavioral health disorders, improve the quality of your life, learn to manage anger, learn to live in the present and many other advantages.

Engagement is conditioned upon willingness to follow the treatment plan. If you decide you cannot or do not want to engage in the treatment plan, we will review if working together is appropriate.

To determine appropriateness of fit, it may take several sessions (e.g. 5-6) before a clear assessment of your current situation is made. I reserve the right to terminate treatment if, upon screening or assessment, if I determine that your needs fall outside the scope of my practice or skill set. In the event that I terminate treatment, I will offer to provide you with referrals to other, more appropriately matched providers.

Consent to Counseling

I understand that treatment is voluntary, that Mindy Maxwell will work with me to develop a treatment plan with goals reflecting the concerns that caused me to seek counseling, and that she will help me decide amongst the available treatments for addressing those goals. I understand that I have the right to ask questions until I fully understand the risks my benefits, and consequences of the decisions, seek outside information or second opinions, or refuse recommended treatments altogether. And I understand that there are risks, benefits, and consequences to my treatment decisions.

Please indicate by signing below that you understand the above information, and that you have been given the opportunity to have your questions answered regarding this information. (WAC 246-810-040 and WAC 18.19.180)

Your signature below indicates that you have read this Agreement and agree to its terms.

Furthermore, you agree that the foregoing has been explained to you that you have read and understand its content, that your signature below makes this a binding contract, and that you have received a copy of this form upon request.

Client Signature _____ Date _____

Therapist Signature _____ Date _____