Mindy Maxwell Clinical Services, PLLC
Mindy Maxwell MHP, LMHC

Professional Disclosure and Consent to Treatment

Welcome to Mindy Maxwell Clinical Services, PLLC! This document contains important information about my professional services and business policies. When you sign this document, it will represent an agreement between us. We can discuss any questions you have when you sign 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.

This statement provides information about the treatment provider and the treatment offered to assist you in choosing the treatment and the provider which best suit your needs. You have the right and responsibility to choose a counselor and treatment modality that best suit your needs and purposes. If my services do not suit your needs, it is your right and responsibility to let me know. With that in mind, the following disclosure is provided to you.

1. **Identifying Info**: Mindy Maxwell, MA, MHP, LMHC
   Mindy Maxwell Clinical Services, PLLC
   2201 SW 152nd Street, Suite 2
   Burien, WA 98166
   Work – (415) 903-0452

2. **Degrees**:

MA	Counseling	Seattle University	2000
BA	Psychology	Seattle University	1997
Certificate Non-Profit Management		University of Washington	2010

License: Licensed Mental Health Counselor LH00009158
Washington State Department of Health

Associations: Washington Mental Health Counselors Association 2019

General Competence Areas

I provide counseling for adults for a wide range of emotional and behavioral health issues, substance use, women's issues, domestic violence, grief and loss, relationship issues, workplace and career, sexual assault and abuse, transition, LGBTQIA+ utilizing Trauma Informed Care, Motivational Interviewing (Miller & Rollnick) and the Stages of Change models (Prochaska & DiClemente).

Counseling Training/Experience

I earned my Master's Degree in Counseling and a Bachelor's Degree in Psychology from Seattle University. I have earned credentials as a Mental Health Professional (MHP) and a Licensed Mental Health Counselor (LMHC). I have worked in the community behavioral health field for over 20 years. Most of those years have been as a mental health clinician, clinical supervisor or services director. I participate in continuing education as part of my ongoing professional development. I base my eclectic clinical work on several counseling theories, including Cognitive-Behavioral Therapy (CBT), Solution-Focused Therapy, Client-Centered, Humanistic, Existential-Phenomenology and Adlerian models. I utilize techniques from Motivational Interviewing, Cognitive Behavioral Therapy and Stages of Change models. I believe that each client has unique strengths and I help you experiment with ways to resolve your current challenges. Mindy Maxwell Clinical Services, PLLC is incorporated in Washington state.

Counseling Approach

My counseling approach is strengths-based, client-centered and solution-focused. My counseling style is supportive, educational and supportive. My goal is to provide you with the highest standards of practice. I will use a variety of methods to help you meet your goal. I strongly believe that within a supportive counseling environment, you have the opportunity to effectively identify and work through issues. With clear identification of goals, whether behavioral or interpersonal, strategies can be developed to live a more effective and successful life. In a highly interactive therapeutic setting, I listen, teach, coach and assist in problem solving. I draw from a variety of theoretical models to help accomplish your goals including: Solution-Focused, Client-Centered, Humanistic, Cognitive-Behavioral therapies. While change can be challenging, my core clinical approach is that mindful behavior and emotional understanding can positively transform the overall direction of your life.

If you are experiencing physical pain or discomfort, I recommend you see a medical doctor. Therapy sessions are not a replacement for medical treatment.

As part of my professional ethics and responsibilities, I periodically receive consultation about the work I do with my clients. I may discuss your issues with other professionals, Information about you will be described only to the extent necessary. Confidentiality will be maintained to the extent possible. Your signature below authorizes me to retain resources I deem beneficial or necessary. If you have concerns about this, please let me know.

Counseling Process

My goal is for your individual counseling experience to be a rewarding and caring experience. It is an interactive process that improves the quality of your life, attain your counseling goals and increase your sense of well-being. If you feel these aims are not being met, please let me know.

Goals of Counseling

There can be many goals for the counseling relationship. Some of these will be long-term goals, such as improving the quality of your life, learning to live with mindfulness and self-actualization. Others may be more immediate goals such as decreasing anxiety and depression symptoms, developing healthy relationships, changing behavior or decreasing/ending substance use. Whatever your goals for counseling, they will be set by you according to what you want to work on in counseling. I may make suggestions on how to reach that goal, but you ultimately decide where you want to go.

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 cancelling, 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 for 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. If you are more than 15 minutes late, we will reschedule your appointment. Please be advised that if you cancel 2 appointment(s) without re-scheduling, or have not attended a meeting within 60-days time, I may close your file. If you would like to resume services, please feel free to call me at a later time.

Confidentiality

In general, the information we discuss in counseling is kept confidential. I will make every effort to keep your personal information private. There are some limitations to confidentiality.

Examples of limits of confidentiality may include:

- Mandatory reporting to authorities of past or present suspected abuse or neglect of a child, elder person or dependent adult;
- 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;
- If I receive a subpoena requiring release of information;
- Your information will be released if you make a complaint against me to the Washington State Department of Health;

- If you use an insurance carrier for services, I am required to provide your information and they can access your record anytime;
- Your identifying information may be disclosed to my billing provider for billing purposes;
- 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;
- Be advised that if you are involved in a court proceeding related to the custody of a child, WA State law may require the disclosure of your record if a court decides that disclosure may serve the best interests of a child to make a custody determination;
- Release is permitted for purposes of treatment (such as to other treatment providers for your care), payment (such as to insurance), or health care operations (such as to facilitate your treatment in my office).

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 Simple Pratice, Doxy.Me and/or 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. If we agree to use technology, please be advised that you do not have permission to record or reproduce any portion of our sessions unless consent is in writing.

Right to Complain to the Department of Health (DOH)

If you have concerns about your experience or involvement in treatment, please discuss this with me. I value having open, honest conversations about issues that arise. If you feel that I have been unethical or unprofessional, I hope you will let me know so I can correct my action. However, you may also contact the Washington State Department of Health, HSQA Compliant Intake. The mailing address is PO Box 47857 Olympia, WA 98504-7857 or you may call them at 360-236-4700. Email is: hsqacomplaintintake@doh.wa.gov
You may also access forms and information at www.doh.wa/hsqa. RCW 18.130.180 reviews Unprofessional Conduct.

Emergencies

Mindy Maxwell Clinical Services, PLLC was established to offer counseling education, skills and experience in a part-time private practice. As such, Mindy offers limited hours of service and is not available for crises that may occur after hours related to the problems

being addressed in therapy. Because most of my time is by appointment only, I am generally not available for emergencies. If you are experiencing a life-threatening emergency call 911. For other emergencies call the **Crisis Connections at (206) 461-3222 or (866) 427-4747 or contact your personal physician.** Our tax dollars support the Crisis Clinic in providing after-hours service.

Once you have received emergency care, please call to leave a message for me at (415) 903-0452 so I know there was a crisis and can schedule with you soon as possible.

Returning Phone Calls and Email

Except during announced vacation periods and Sundays, I return calls as soon as possible, Monday through Saturday. If you wish to have a phone appointment to work through a particular issue, regular fees apply past the first 10 minutes. I check email often, but not daily. If you need to contact me immediately or need a response in a timely manner, contact me via phone. Do not email me if you are in crisis, call 911. Please be aware that email is not secure, so any communication we have via email cannot be guaranteed as confidential. Please consider communicating me through the messages feature of my online portal, Simple Practice. This is the HIPAA compliant way to connect with me. I do not conduct counseling services via email or text. If you have a concern to discuss, we can use email to arrange an appointment either on the phone or in person.

Professional Boundaries

I would like our therapeutic relationship to be comfortable, respectful, and professional. With that in mind, it is important to maintain professional boundaries. For example:

- I will not, at any time, engage in a personal, business, or financial 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 (Simple Pratice), Spruce Health, my office email or office cell phone.
- Because my business does have an Internet involvement, (such as but not limited to listings on Yelp, Facebook), 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 suit your needs, it is both your right and your responsibility to let me know directly so I can either adjust, help you, or make a referral to another provider who might better suit your needs. Thus, it is truly important to your treatment that you communicate your intent to post a comment *before* actually writing 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 ambivalent, it is best for us to discuss in person what your feelings are.

- I do not accept gifts from clients during or after services.
- If we see one another in public or outside of the professional setting, I will not acknowledge or engage with you because it is outside the therapeutic boundary.
- I will not, at any time, engage in any form of physical, sexual, or inappropriate interaction or contact with you. 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.

Legal Situations

The services I provide are clinical in nature, not forensic (legal). I do not write letters as it pertains to custody, parenting or service/companion animals because to do so is out of my scope of practice. I do not perform custody evaluations or make recommendations as to court decisions. I do not testify in court as an expert witness, including divorce, child custody, other family law cases, civil, or criminal cases.

If, however, I am subpoenaed or for any reason required to testify in deposition or in any legal process, your signature below acknowledges that you will pay for all my professional time, even if it is not you who chose to subpoena or request my testimony or participation, and even if my testimony does not serve your interests. 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, even if my services are ultimately not required, such as if a settlement is reached. Signing this disclosure statement gives me permission to release confidential information in courtroom testimony or for any written reports to a Court if legally requested by a Court.

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 in writing to see and copy that record. You may also ask me in writing to correct that record. I may not agree to do so, and I will inform you in writing of reasons why. If you wish to have information released, you will be required to sign a release of information form indicating what information you wish to release and to whom, before such information will be released. 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. Records will be kept for at least 6 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 6 years, records will be disposed in a secure and confidential manner.

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 or Stripe 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. You understand that non-payment of fees is grounds for termination of services. This statement serves as notice that the result of non-payment for even one session may result in termination of services.

Fees are non-negotiable once they are determined. 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 agree to pay that payment, in addition to late charges and all other charges assessed by the bank. A $35 fee is usually charged for returned checks due to nonsufficient funds or other check errors. In the case that you dispute a credit card charge, you will be responsible for the chargeback fees that are incurred as part of the dispute process.

Fee Schedule

Intake Session 60 minutes- $180
Psychotherapy 60 minutes – $130

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, PLLC 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, PLLC 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 insurance 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 end 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. It is your responsibility to know what those charges are.

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

If I am not a participating provider for your insurance plan (also called an "out-of-network" provider), 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, you are free to seek another counselor.

_____ **Assignment of Benefits and Consent**: I authorize my insurance company to send payment directly to Mindy Maxwell Clinical Services, PLLC for all health benefits otherwise payable to me, to the extent of my bill. I authorize Mindy Maxwell Clinical Services, PLLC 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, PLLC if my financial situation changes, in order to review my initial fee and payment schedule for possible adjustment if a sliding fee schedule is available. I understand that my agreement may be reassessed periodically. I also understand that the rates are subject to change with 30 days' notice. Sliding scale fee must be agreed in writing.

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 voicemail 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, call the Crisis Clinic at (206) 461-3222 or call 911.

Email

Please 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 do not want me to sent an email or leave a detailed message on your voicemail, please send me a written statement.

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.

Consent to Counseling

Successful treatment is reliant 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 can be made. I reserve the right to transfer treatment if, after working with you, I determine that a better fit may be found elsewhere. In the event that I terminate my services, I will offer to provide you with referrals where I believe your treatment needs can be addressed appropriately.

Your signature below indicates that you have read this Professional Disclosure and Consent to Treatment and agree to its terms. Furthermore, you agree that the foregoing has been explained to you that you have read and understand its content, and that you were provided a copy of this form.

I have been provided a copy of the required disclosure information. I have read and understand it. I understand that treatment is voluntary, that Mindy Maxwell Clinical Services, PLLC 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 she offers how best to address those goals. I understand that I have the right to ask questions until I fully understand this Agreement. I may seek outside information or second opinions, or refuse recommended treatments altogether.

Client name printed _____

Client Signature_____ Date_____

Therapist Signature_____ Date_____