

~Maya Klein Psychology, PC~

1133 NW 21st Ave., Suite 300
Portland, OR 97209

PH: 503.244.7674/ FAX: 877.991.2947
drklein@drmayaklein.com

Business Policies and Informed Consent

Welcome to my private practice. In this document, you will find information about treatment, as well as my policies and procedures. Please read through this carefully as this will provide much of the information you will need to know of the practicalities of therapy. While I try to be clear in this document, I understand you may have many questions; please don't hesitate to ask for any clarifications or any questions that I have not addressed sufficiently.

Psychological Services

Psychotherapy is an active and personal relationship between client and therapist. Its success is determined by a multitude of factors, including a mutual understanding of you and the challenges you might face, an active commitment on the part of the therapist and client to work together to ease your distress, improve relationships, and create lasting change, and a commitment to attend sessions regularly and as scheduled in order to achieve these goals.

During our first few appointments, we will discuss what brings you to treatment and your background; this phase typically lasts between 4-6 sessions. We will determine together the course of treatment and whether or not we would work well together. You should evaluate this information along with your own opinions of whether you feel comfortable working with me. If we do not believe we would work well together, or if you would prefer someone different, I will provide you with names of trusted colleagues who might better suit your therapy goals.

If I believe I can help you and you are interested in pursuing therapy with me, we will set up regular appointments, at least once per week; increasing frequency of appointments allows a deepening of the therapeutic process and greater potential for long-lasting change. We will establish a time or times that work within both of our schedules. In doing this, the days and times set are reserved only for you whether you choose to attend your session or not (cancellations, vacations, sickness, etc.) and will not be used for anyone else unless you have rescheduled the specific time for a different day and/or time. Each year, I plan to be available for sessions the equivalent of 46 weeks, with 6 weeks out of the office planned for vacation, holidays, and my attending professional conferences. I will let you know of my absences as far ahead of time as I can for planning purposes.

Child Psychological Services

Prior to beginning psychotherapy, psychological testing, or other psychological services with your child, it is important for you to understand my approach to child treatment and agree to some rules about your child's confidentiality during the course of his/her treatment. The information herein is in addition to the information contained in this general agreement.

A challenge of child therapy involves disagreement among parents and/or disagreement between parents and therapist regarding the best interests of the child. If such disagreements occur, I will strive to listen carefully so that I can understand your perspectives and fully explain my perspective.

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We can resolve such disagreements or we can agree to disagree, so long as this enables your child's therapeutic progress. Ultimately, you and/or your child will decide whether therapy will continue. If either of you decides that therapy should end, I ask that you allow me the option of having a few closing sessions to appropriately end the treatment relationship.

Therapy is most effective when a trusting relationship exists between the psychologist and the patient. Privacy is especially important in securing and maintaining that trust. One goal of treatment might be to promote a stronger and better relationship between children and their parents. However, it is often necessary for children to develop a "zone of privacy" whereby they feel free to discuss personal matters with greater freedom. This is particularly true for adolescents who are naturally developing a greater sense of independence and autonomy. By signing this agreement, you will be waiving your right of access to your child's full treatment records, unless your child assents to this access or the records are necessary in order to move forward with the treatment process and/or after care. It is my policy to provide you with general information about treatment status. I will raise issues that may impact your child either inside or outside the home. If it is necessary to refer your child to another mental health professional I will share that information with you. I will tell you if your child does not attend sessions. I will not share with you what your child has disclosed to me without your child's assent. An exception is if your child is a danger to themselves or the person or property of others, and if I determine that disclosure is necessary to prevent the threatened danger.

Although my responsibility to your child may require my involvement in conflicts between parents, I need your agreement that my involvement will be strictly limited to that which will benefit your child. This means, among other things, that you will treat anything that is said in session with me as confidential. Neither parent will attempt to gain advantage in any legal proceeding between the two of you from my involvement with your children. In particular, I need your agreement that in any such proceedings, neither of you will ask me to testify in court, or become involved in any court proceedings, whether in person, or by affidavit. You also agree to instruct your attorneys not to subpoena me or to refer in any court filing to anything I have said or done. Note that such agreement may not prevent a judge from requiring my testimony, even though I will work to prevent such an event. If I am required to testify, I am ethically bound not to give my opinion about either parent's custody or visitation suitability. If the court appoints a custody evaluator, guardian ad litem, or parenting coordinator, I will provide information as needed (if appropriate releases are signed or a court order is provided), but I will not make any recommendation about the final decision. Furthermore, if I am required to appear as a witness, the party responsible for my participation agrees to reimburse me at the rate of \$300 per hour for time spent traveling, preparing reports, testifying, being in attendance, and any other case-related costs.

Supervision of Children under or over Age 12

This policy was created with the safety and wellbeing of your child in mind. As a small practice neither myself, nor my associates, have the ability to provide supervision to your children. An adult must accompany children under the age of 12 who are not in session. If your child is under the age of 12 and are in session, an adult must remain on premises at all times. It is your responsibility to

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monitor your children and be sure that they do not leave the waiting area. This policy also applies to all persons over the age of 12 who are unable to be left unattended due to mental or physical disability.

Cancellation, Rescheduled Appointment, and Late Arrival Policy

Your session time is reserved for you. If you miss or cancel an appointment, even with advanced notice, your time stands open. Once an appointment hour is scheduled, you will be expected to pay for it. However, I expect that people may need some time every year, for vacations, or other situations that may arise. You may cancel up to three weeks per year without charge, depending upon the frequency of our work together. For instance, if you see me once weekly, there are three sessions that may be missed without financial obligation annually. If you see me two times weekly, you can miss six sessions, and so on. All other missed meetings, generally for any reason, will be your obligation to pay for. Exceptions can be made on an individual basis for truly unavoidable circumstances. Rather than cancelling an appointment when you are unable to come to the office, I am willing to have a telephone or video session; however, this must be arranged at least 24 hours (1 business day) before the appointment.

Your appointment time(s) are set aside specifically for you and I do my best to begin and end on time. If you are running late, we will still end on time. If I am running late, I will either prorate our time proportionally, or I will make up the time when it is convenient for both of us.

There are rare occasions when bad weather may keep us from meeting. If the schools in the district where either of us live, or the district where my office has cancelled school, I will not be meeting in person for sessions. If this is the case, I will attempt to call you to determine if you would like to have a phone or video session or reschedule our session. A missed session because of bad weather will not be considered a cancellation.

Termination of Services and Referrals

You are making the choice to begin psychotherapy. Usually our work will be completed when together we agree that you have met your goals. However, you have the right to end your treatment at any time. If you choose to discontinue therapy, I request we meet at least one more time to discuss your reasons for ending treatment. This not only gives us a chance to address any concerns you might have, but also an opportunity to end treatment well. If you desire, at any time, to see a different therapist, I am happy to provide a list of names of therapists I know and trust.

Certain circumstances may require me to terminate or suspend the services that I provide to you. These include frequent missed sessions, delinquent billing, litigation, and safety concerns. In the event that I must discontinue providing services to you, I will notify you with advanced notice if possible. Upon request, I will provide you with a list of alternative providers. Occasionally, I may refer you to another provider such as a health care specialist who is not pre-screened. It is your obligation to verify the credentials and quality of services of those you are referred to. For legal

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reasons, missing three consecutive scheduled appointments without contact with me will constitute your voluntary termination.

Professional Fees

My fee for an initial consultation is \$200. My fee for a 45-minute psychotherapy session is \$180. The fee for evaluations is \$230-270 per hour. In addition to regular appointments, I charge these amounts 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. I do not charge for short phone conversations (5 or so minutes) or short emails. However, I generally bill on a prorated basis for any longer telephone contact with you, or with others, about your treatment. I also reserve the option to charge for long emails, which address complex issues. Other services may include report writing, extended telephone conversations, attendance at meetings with other professionals you have authorized, preparation of records or treatment summaries, and the time spent performing any other service you may request of me. If you become involved in legal proceedings that require my participation, you will be expected to pay for my time. I will always try to let you know of any charges before you incur them.

Once we have agreed upon treatment, you should plan to pay monthly on the last session of each month. I will provide you a bill at the end of the month that will show your sessions for the month, as well as what you owe for the month. I accept payment in cash or check, and credit/debit card. Please note that all credit or debit card charges will incur a 2% handling fee. If you are using insurance to cover a portion of your visits, please note that missed appointments cannot be billed to insurance carriers and you will be solely responsible for paying for those appointments at the out-of-pocket or agreed upon rate plus any copayments associated with your insurance plan.

Insurance Reimbursement

If you have a health insurance policy, it will usually provide some coverage for mental health treatment. I will submit forms required to help you receive the benefits to which you are entitled. Ultimately, you, and not your insurance company, are responsible for full payment of all fees. It is important that you find out exactly what mental health services your insurance policy covers and whether preauthorization of services is required. If you have questions about your coverage, call your plan administrator.

Most insurance companies require that I provide them with your clinical diagnosis. Sometimes I must provide additional clinical information such as treatment plans or summaries. This information will become part of the insurance company files and may be stored electronically. Upon request, I will provide you with an accounting of any information I submit (reasonable costs may apply).

Unless prohibited by contract, you may have the right to continue services without release of documents by paying for the services without insurance. Though all insurance companies claim to keep such information confidential, I have no control over what they do with it once it is in their hands. I will provide your insurance company with only the information required in order to meet

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their administrative needs. For this reason, many people choose to not involve insurance in the therapeutic endeavors. It is important to remember that you always have the right to pay for my services yourself to avoid the issues described above.

It is sometimes difficult to determine exactly how much mental health coverage is available. “Managed Health Care” plans such as PPOs often require authorization before they provide reimbursement for mental health services. These plans are often limited to short-term treatment approached designed to work out specific problems that interfere with a person’s usual level of functioning. It may be necessary to seek approval for more therapy after a certain number of sessions. While much can be accomplished in short- term therapy, some patients feel that they need more services after insurance benefits end. Some managed-care plans will not allow me to provide services to you once your benefits end.

Contacting Me

I am not on call and I am often not immediately available by telephone. While I am usually in my office weekdays between 10 AM and 6 PM, I will not answer the phone when I am in session. When I am unavailable, my telephone is answered by voice mail. I will make every effort to return your call within 48 hours, with the exception of weekends and holidays. If you are difficult to reach, please inform me of times when you will be available. If you are unable to reach me and feel that you can’t wait for me to return your call, contact your family physician or the nearest emergency room and ask for the psychologist or psychiatrist on call. You can also call 911 or the Mental Health Crisis Lines at 800-716-9769 (for Multnomah County) or 503-291-9111 (for Washington County.)

Confidentiality

In general, law protects the privacy of all communications between a patient and a psychologist. I will only release information with your written permission. But there are a few exceptions. For example, if your services are covered by a third party such as Victims of Crime, Workers Compensation, or by Health Insurance, it may be necessary to disclose limited confidential information to those agencies as required by law or by contract, or as required for reimbursement of services rendered. In most legal proceedings, you may have the right to prevent me from providing any information about your treatment. There are also situations in which I am legally obligated to take action to protect others from harm, even when this requires that I reveal some information about a patient’s treatment. For example, if I believe that a child, elderly person, or disabled person is being abused, I must file a report with the appropriate state agency. If I believe that a patient is seriously threatening severe bodily harm to another or to himself or herself, I am required to take protective actions. These actions may include notifying the potential victim, contacting the police, or seeking hospitalization for the patient. If the patient threatens to harm himself/herself, I may be obligated to seek hospitalization for him/her, and I may contact family members or others who can help provide protection. These situations rarely occur, but whenever possible I will discuss the issue with you before taking any action. I am also obliged under the law to report to the appropriate

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authorities any instance where you disclose that you have accessed, streamed, or downloaded material where a child is engaged in an obscene sexual act.

If you are under eighteen years of age, please be aware that the law may provide your parents the right to examine your treatment records. It is my policy to request an agreement from parents that they agree to waive access to your records, with few exceptions. If they agree, I will provide them only with general information about our work together, unless I feel there is a high risk that you will seriously harm yourself or someone else. In this case, I will notify them of my concern. I may also provide them with a summary of your treatment when it is complete. Before giving them any information, I will discuss the matter with you, if possible, and do my best to handle any objections you may have with what I am prepared to discuss.

I might talk about part of your case with another therapist or professional. The circumstances in which I might do this are as follows:

- I discuss various cases as a way to enhance my clinical skills and work with my patients with highly regarded psychoanalyst-consultants. I also sometimes consult other therapists and experts about my patients. This helps me provide high-quality treatment. These individuals are bound by the same confidentiality standards as outlined above.
- When I am away from the office for a few days or more, if you or I believe you need support, I have a trusted fellow therapist “cover” for me. This therapist will be available to you in emergencies and needs to know about you. This therapist is bound by the same laws and rules I am bound to in regards to your confidentiality. If something were to happen to me in the course of our work together, I have arranged with a trusted colleague to handle matters on my behalf in regards to contacting you.

Report Writing and other Production Deadlines

I do not guarantee production deadlines and advise that you allot additional time when seeking out services that may be needed for a specific date. Test reports can require 4 weeks to be written and in some cases more time is required. Timelines are dependent on the complexity of the report as well as present market demands and other factors. Deadlines for report production cannot be guaranteed and it is advised that you consider this factor prior to initiating any psychological testing services.

Conjoint Therapy Confidentiality Limitations

If you are participating in marriage or family counseling, couples counseling, or other forms of group psychotherapy: be certain to discuss the limits to confidentiality specific to your care. The nature of group counseling, marital counseling, family therapy, and other conjoint therapies involves significant limitations on confidentiality between the participants. During these forms of treatment, confidentiality is waived among the participants to the extent necessary to provide effective treatment.

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Your Rights Regarding Information In Your Medical Record

Right to Inspect and Copy: You are entitled to receive a copy of your medical record unless I believe that receiving that information would be emotionally damaging. Because these are professional records, they can be misinterpreted and/or upsetting to untrained readers. If you wish to see your records or receive a copy of your records, I require written notice to that effect, and I would expect to discuss your request with you in person. If I deny you access to your records, you can request to speak with an independent colleague of mine about your request. Your request for independent review of your request should also be made in writing. If you are provided with a copy of your medical record information, I may charge a fee for any costs associated with that request; **Right to Amend:** If you believe that the information I have about you is incorrect or incomplete, you may ask me to amend that information. It is my practice to accept this sort of request in writing, and that any information you may wish to add to your record also be provided to me in written form; **Right to an Accounting of Disclosures:** You have the right to request an "Accounting Of Disclosures." This is a list of the disclosures I have made of medical record information. That information is listed on the *Authorization To Release Information*, and will be provided to you at your written request; **Right to Request Restrictions:** You have the right to privacy, and to request a restriction or limitation on the health information we use or disclose about you for treatment, payment or health care operations. As noted above, I will not release your confidential information without your written permission. Any restrictions to your *Authorization To Release Information* should be specified on the *Authorization*; **Right to Request Confidential Communications:** You have the right to request that I communicate with you only in certain ways. For example, you can ask that I not leave a telephone message for you, or that I only contact you at work or by mail; **Complaints Regarding Privacy Rights:** If you believe your privacy rights have been violated, you may file a written complaint with me, or with an independent colleague of mine, or with the U.S. Department of Health and Human Services, 50 United Nations Plaza, Room 322, San Francisco, CA, 94102. You will not be penalized for filing a complaint.

Agreement to Arbitrate: It is understood that any dispute as to psychological malpractice, that is as to whether any psychological services rendered under this contract were unnecessary or unauthorized or were improperly, negligently or incompetently rendered, will be determined by submission to arbitration as provided by Oregon law, and not by a lawsuit or resort to court process except as California law provides for judicial review of arbitration proceedings. Both parties to this contract, by entering into it, are giving up their right to have any such dispute decided in a court of law before a jury, and instead are accepting the use of arbitration. All claims for monetary damages exceeding the jurisdictional limit of the small claims court against the psychologist and the psychologist's partners, associates, association, corporation or partnership, and the employees, agents and estates of any of them, must be arbitrated including claims for loss of consortium, emotional distress or punitive damages. A demand for arbitration must be communicated in writing to all parties. Each party to the arbitration shall pay such party's pro rata share of the expenses and fees of the neutral arbitrator, together with other expenses of the arbitration incurred or approved by the neutral arbitrator, not including counsel fees or witness fees, or other expenses incurred by a party

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for such party's own benefit. Either party shall have the absolute right to arbitrate separately the issues of liability and damages upon written request.

Legal Advice Not Available: 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. Although I am happy to discuss any concerns you have, I am not an attorney. At no time should any information that I provide you be construed as legal advice. If you require legal services, please consult a lawyer referral service recommended by your state's Bar Association.

Amendments, Reformation, Severability: This policy constitutes a signed contract between us. Your signature indicates that you understand and agree to abide by these policies in exchange for participation in services. If any court should determine the policies herein to be excessive in duration or scope or unreasonable or unenforceable under the laws of that state, it is the intention of both parties that such restriction may be modified or amended by court to render it enforceable to the maximum extent permitted by the laws of that state. Should reformation not be possible, and any court determine that the any portion of this contract is invalid or unenforceable the remainder of the contract shall not thereby be affected and shall be given full effect without regard to the invalid portions. This policy may not be amended or altered by oral agreement. Verbal agreements to alter this contract will not be binding. Any modifications, alterations or amendments to this policy must be made under the written consent of Dr. Maya Klein.

Summary

I am grateful you chose to work with me in psychoanalysis or psychotherapy. I recognize the large commitment you are making and am looking forward to the journey you are allowing me to join you on. I do not take your choice lightly and hope this endeavor is fruitful and worthwhile for you.

*Please retain this document for your own records.