

Client Information Sheet

Client's Name: _____ Date: _____

Name of Guardian (if Minor): _____

Street Address: _____

City: _____ State: _____ Zip: _____

Home Phone: (_____) _____ Work Phone: (_____) _____

Please do not call me at home.

Please do not call me at work.

Mobile Phone: (_____) _____ Email Address: _____

Please do not call me on my mobile phone.

Please do not use my Email Address.

Client's Birth Date: _____ Client's SSN: _____

Other people living in Client's household:

Name:	Birth Date:	Relationship:
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Client's Marital Status: Single Married Separated/Divorced (Single)
 Divorced (Remarried) Widowed Other _____

Billing Information:

- Do not send bills to any address. I will pick up bills personally.
- Please send bills to this address only: _____
- Please send bills directly to my home address (listed above).
- Please also bill insurance directly (Please provide necessary forms, copy of insurance card, & obtain initial authorization).

Name of Policy Holder: _____ Relationship to Insured: _____

Employer's Name: _____ Policy Holder's Date of Birth: _____

Insurance Carrier's Name: _____ Policy Holder's SSN: _____

Insurance Co. Street Address (for Behavioral Health Claims): _____

City: _____ State: _____ Zip: _____

Insurance Carrier's Phone Number: (_____) _____ Authorization Number: _____

ID Number: _____ Policy Number: _____ Group Number: _____

I have received a copy of the *Colorado Notice Form*.

I have received a copy of the *Psychologist-Patient Services Agreement* and signed it.

Have you ever been in therapy before? If yes, who did you see and when were you seen?

Have you ever taken any medications on a regular basis? If yes, please list medications and doses.

Who referred you to this office and may I send that person a thank you note for the referral?

Name: _____ Yes No

**PSYCHOLOGIST- PATIENT SERVICES AGREEMENT
AND MANDATORY DISCLOSURE**

Welcome to my office. This document (AKA “the Agreement”) contains important information about me, my professional services and business policies and acts as the “Mandatory Disclosure”, required by Colorado Law (CRS 12-43-214). It also contains summary information about the Health Insurance Portability and Accountability Act (HIPAA), a federal law that provides privacy protections and patient 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 a Notice of Privacy Practices (AKA “the Notice”) for use and disclosure of PHI for treatment, payment and health care operations. The Notice, which is attached to this Agreement, 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 and verbally explained it to you. Your signature on this form will indicate that you have received the Notice, that you have read it, that I have verbally explained it to you, that you understand it and that you agree to it. When you sign this document, it will also represent an agreement between us. However, you may revoke this Agreement in writing at any time. That revocation will be binding on me unless I have taken action in reliance on it; if there are obligations imposed on me by your health insurer in order to process or substantiate claims made under your policy; or if you have not satisfied any financial obligations you have incurred. Although these documents are long and sometimes complex, it is very important that you read them carefully before you sign them. We can discuss any questions you have about the procedures before you sign them and you can discuss them with your attorney.

ABOUT ME

My name is Dr. Dana A. Max and I work for Dana A. Max, Psy.D., P.C., which is an S-Corporation in the State of Colorado. I have been in practice in the Littleton area since 1992 and I currently practice out of The Curtice Center, LLC at 5860 S. Curtice Street, Littleton, CO 80120. My phone number is 303-347-8498 and my FAX number is 303-347-2011. You can find out more about me on my website: www.danamax.com.

You are entitled to know that I earned my doctorate in clinical psychology, known as a Psy.D., in 1992 from Biola University, Rosemead School of Psychology, in California. I also completed a required a year-long Internship at The Children’s Hospital in Denver, CO. I have been licensed in the State of Colorado as a Psychologist (license #1925) since 1995. You should understand that I am NOT a psychiatrist or other medical physician, and, therefore, I cannot prescribe medication, give medical advice, nor perform any medical procedures. If I determine that medical treatment is indicated, I can recommend a physician for you or I can consult with any physician you chose to see.

ABOUT MENTAL HEALTH PRACTICES IN COLORADO

The practice of licensed or registered persons in the field of psychotherapy is regulated by the Mental Health Licensing Section of the Division of Registrations. The Board of Psychologist Examiners can be reached at 1560 Broadway, Suite 1350, Denver,

Colorado 80202, (303) 894-7800 and their website is <https://www.colorado.gov/pacific/dora/Psychologist>. As to the regulatory requirements applicable to mental health professionals: a Licensed Clinical Social Worker, a Licensed Marriage and Family Therapist, and a Licensed Professional Counselor must hold a Masters degree in their profession and have two years of post-masters supervision. A Licensed Psychologist, like myself, must hold a Doctorate degree in psychology and have one year of post-doctoral supervision. A Licensed Social Worker must hold a Masters degree in social work. A Psychologist Candidate, a Marriage and Family Therapist Candidate, and a Licensed Professional Counselor Candidate must hold the necessary licensing degree and be in the process of completing the required supervision for licensure. A Certified Addiction Counselor I (CAC I) must be a high school graduate, and complete required training hours and 1000 hours of supervised experience. A CAC II must complete additional required training hours and 2,000 hours of supervised experience. A CAC III must have a Bachelors degree in behavioral health, and complete additional required training hours and 2,000 hours of supervised experience. A Licensed Addiction Counselor must have a clinical Masters degree and meet the CAC III requirements. A Registered Psychotherapist is registered with the State Board of Registered Psychotherapists, is not licensed or certified, and no degree, training or experience is required.

PSYCHOLOGICAL SERVICES

By law, you are entitled to receive information from me about the methods of therapy, the techniques used, the duration of your therapy, if known, and the fee structure. Psychotherapy is not easily described in general statements. It varies depending on the personalities of the psychologist and patient, and the particular problems you are experiencing. There are many different methods I may use to deal with the problems that you hope to address. Psychotherapy is not like a medical doctor visit. Instead, it calls for a very active effort on your part. In order for the therapy to be most successful, you will have to work on issues we talk about both during our sessions and outside our sessions. If you have questions about my techniques or procedures, we should discuss them whenever they arise. Psychotherapy can have benefits and risks. Since therapy often involves discussing unpleasant aspects of your life, you may experience uncomfortable feelings such as fear, sadness, guilt, anger, frustration, loneliness, and helplessness. On the other hand, psychotherapy has also been shown to have many benefits. The benefits from psychotherapy may be that you will be better able to function in your roles at work and/or at school, and that you may be better able to cope with or handle your family and/or other social relationships, thus experiencing more satisfaction from these relationships. Through psychotherapy you may also come to better understand your personal goals and values, which may lead you to greater maturity and growth as a person. But there are no guarantees of what you will experience.

Our first few sessions will involve an evaluation of your needs. By the end of the evaluation, I will be able to offer you some first impressions of what our work will include and a treatment plan to follow, if you decide to continue therapy with me. You should evaluate this information along with your own opinions of whether you feel comfortable working with me. Therapy involves a large commitment of time, money, and energy, so you should be very careful about the therapist you select. If your doubts persist, I will be happy to help you set up a meeting with another mental health professional for a second opinion. Please know, you can seek a second opinion from another therapist or even terminate therapy with me at any time. If you chose to begin psychotherapy, we will usually schedule a 45-minute session at a time we both agree on. Typically, my "clinical hour" is 45-minutes long. Each session is typically one clinical hour. The frequency of your sessions may vary according to your needs. The length of treatment varies widely and is often very difficult to predict ahead of time. However, we can discuss the length of treatment and I will attempt to give you my best estimate.

PROFESSIONAL FEES

My fee is **\$150.00 per clinical hour**. In addition to sessions, I charge this amount for other professional services you may need or request, though I will bill on a prorated basis to the nearest 15 minutes, after the first 15 minutes. Other services include report writing, telephone conversations lasting longer than 15 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. If you become involved in legal proceedings that require my participation, you will be expected to pay for all of my professional time, including preparation and transportation costs, even if I am called to testify by another party, whether or not I actually testify. Because of the difficulties of legal involvement, I charge \$400 per hour for preparation and attendance at any legal proceeding and/or for any services related to legal issues, such as preparing reports, telephone conversation, preparation of records or treatment summaries. In circumstances of unusual financial hardship (where there is NO insurance coverage), I may be able to negotiate a fee adjustment and/or payment installment plan. I use a published "Sliding Fee Scale" based on annual income and number of people supported by that income. You will need to fill out the "Sliding Fee Agreement" form and I may ask for evidence of your income to access these reduced fees. We will need to discuss these arrangements prior to beginning treatment or as soon as they become an issue. Please know, I cannot negotiate copays, deductibles or other obligations you have through your insurance plan and I do NOT use a "sliding fee" if you are using your insurance. I do not use the "Sliding Fee Agreement" for legal proceedings or psychological assessments; full fees are required for those services.

You will not be charged for any appointments that are cancelled at least 24 hours in advance. Appointments not cancelled 24 hours in advance are subject to a \$40 "Late Cancel" charge, regardless of the reason for the cancellation. Appointments that are missed without any notification are subject to a \$50 "No-Show" charge. It is important to note that insurance companies typically do NOT provide reimbursement for cancelled or "no-show" sessions. If there are school or public business closings due to inclement weather in the city where you live OR in Littleton, you may cancel with less than 24 hour notice without any charge (if you simply do not show for your appointment, a "No Show" fee will be charged). While you need to make decisions regarding weather based on your own comfort and safety level, you will be charged for a late cancellation if you cancel less than 24 hours due to weather where there are no official closings due to weather.

BILLING AND PAYMENTS

You are expected to pay your portion of each session at the time it is held, unless we agree otherwise or unless you have insurance coverage that requires another arrangement. Payment schedules for other professional services will be agreed to when they are requested. For accounts that have a balance, I send out bills at the end of each month for that month, using an electronic billing service. If your account has not been paid for more than 90 days and arrangements for payment have not been agreed upon, I may charge an interest rate of up to 2% per month, at the beginning of each month, on the remaining balance. I also have the option of using legal means to secure the overdue 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 patient's treatment is his/her name, the nature of services provided, and the amount due. If such collection and/or legal action is necessary, you will be responsible for the full amount of these costs and these costs will be included in the claim. You can choose to pay your account balance automatically at the end of each month by keeping an active credit card on file with me, which I will automatically run at the end of every month.

INSURANCE REIMBURSEMENT

In order for us to set realistic treatment goals and priorities, it is important to evaluate what resources you have available to pay for your treatment. If you have a health insurance policy, it may provide some coverage for mental health treatment. If you chose to use insurance, I can bill your insurance company as a complementary service. Again, I bill insurance companies at the end of each month for that month using an electronic billing service. You will need to provide me with the name and address of your insurance company, being sure to use the address where mental health claims need to be sent (which is often different than the address for medical claims). If you wish to bill your insurance company yourself, I will sign forms that you fill out. **Although you may choose to use insurance, please be aware that YOU (not your insurance company) are responsible for full payment of my fees.** It is very important that you find out exactly what mental health services your insurance policy covers, if they cover my services, the process you need to follow to obtain those benefits and the amount of your co-pays, deductibles or other obligations BEFORE you begin treatment or whenever your insurance company and/or policy changes. If your insurance company denies payment for ANY reason, you will be billed the total amount for the session and you will be responsible for working with your insurance company to clarify the problems. You should carefully read the section in your insurance coverage booklet that describes mental health services. If you have questions about the coverage, call your plan administrator. Of course, I will provide you with whatever information I can based on my experience and will be happy to help you in understanding the information you receive from your insurance company.

Due to the rising costs of health care, insurance benefits have increasingly become more complex. It is sometimes difficult to determine exactly how much mental health coverage is available. “Managed Health Care” plans, such as HMOs and PPOs, often require an authorization before they provide reimbursement for mental health services. **It is your responsibility to obtain this authorization, if required, prior to beginning treatment.** These plans are often limited to short-term treatment approaches 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. Typically, I will be responsible for requesting additional services, but we can discuss this issue as it comes up in treatment. While much can be accomplished in short-term therapy, some patients feel that they need more services after insurance benefits end, and I cannot assure that your insurance company will grant the additional services that I might request. Once you have all of the information about your insurance coverage, we will discuss what we can expect to accomplish with the benefits that are available and what will happen if they run out before you feel ready to end your sessions. It is important to remember that you always have the right to pay for my services yourself to avoid these problems with your insurance company. You should also be aware that your contract with your health insurance company requires that I provide it with information relevant to the services that I provide to you. For example, I am required to provide a clinical diagnosis. Sometimes I am required to provide additional clinical information such as treatment plans or summaries, or copies of your entire Clinical Record. In such situations, I will make every effort to release only the minimum information about you that is necessary for the purpose requested. This information will become part of the insurance company files and will probably be stored in a computer. Though all insurance companies claim to keep such information confidential, I have no control over what they do with the information once it is in their possession. In some cases, they may share the information with a national medical information databank. I will provide you with a copy of any report I submit, if you request it. By signing this Agreement, you agree that I can provide requested information to your insurance carrier.

CONTACTING ME

Due to the nature of my work and my schedule, I am often not immediately available by telephone. Even when I am in the office, I probably will not answer the phone. When I am unavailable, my telephone is answered by a voicemail system, which notifies me of every message left and makes a record of that call and its contents. I will make every effort to return your call within 24 hours of when you leave your message, with the exception of messages left during evenings, weekends, vacations or holidays, then I will return those the next business day. I do not return calls to pagers. In emergencies, follow the instructions on my voice mail message, and I will be immediately paged and will attempt to return your call as soon as possible. If you are unable to reach me and feel that you cannot wait for me to return your call, contact your family physician, go to the nearest emergency room, or simply call 911. If I will be unavailable for an extended time, I will provide you with the name of a colleague to contact, in case of emergency, and that information will also be on my voicemail message and on my website (www.danamax.com). While you may contact me via email (dmax@danamax.com), you should know that email is NOT a confidential form of communication and I cannot guarantee the confidentiality of your information if you use this form of communication. Therefore, I discourage using email. Also, I will not conduct psychotherapy sessions via email or over the telephone.

LIMITS ON CONFIDENTIALITY

The law protects the privacy of all communications between a patient and a psychologist. In most situations, I can only release information about your treatment to others if you sign a written **Authorization** form that meets certain legal requirements imposed by HIPAA. This Authorization is on my website as well. There are other situations that require only that you provide written, advance **consent**. Your signature on this Agreement provides consent for those activities, as follows:

- I may occasionally find it helpful to consult other health and mental health professionals about a case. During a consultation, I make every effort to avoid revealing the identity of my patient. The other professionals are also legally bound to keep the information confidential. If you don't object, I will not tell you about these consultations unless I feel that it is important to our work together. I will note all consultations in your Clinical Record.
- You should be aware that I occasionally employ administrative staff. In most cases, I need to share protected information with these individuals for both clinical and administrative purposes, such as scheduling, billing and quality assurance. All of the mental health professionals are bound by the same rules of confidentiality. All staff members have been given training about protecting your privacy and have signed an agreement not to release any information outside of the practice without my specific permission.
- I also have contracts with billing services, testing services and other businesses used to run my practice. As required by HIPAA, I have a formal business associate contract with these business, in which they promise to maintain the confidentiality of this data except as specifically allowed in the contract or otherwise required by law. If you wish, I can provide you with the names of these organizations and/or a blank copy of this contract.
- Disclosures required by health insurers or to collect overdue fees are discussed elsewhere in this Agreement.

There are some situations where I am permitted or required to disclose information without either your consent or Authorization:

- If you are involved in a court proceeding and a request is made for information concerning my professional services, such information is protected by the psychologist-patient privilege law. I cannot provide any information without your written authorization, or a court order. If you are involved in or contemplating litigation, you should consult with your attorney to determine whether a court would be likely to order me to disclose information.

- If a government agency is requesting the information for health oversight activities, I am required to provide it for them.
- If a patient files a complaint or lawsuit against me, I may disclose relevant information regarding that patient in order to defend myself.
- If a patient files a worker's compensation claim, I am required to submit a report to the Workers' Compensation Division.
- If a patient threatens to harm himself/herself, I may be obligated to seek hospitalization for him/her, or to contact family members or others who can help provide protection.

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 I may have to reveal some information about a patient's treatment.

- If I have reasonable cause to know or suspect that a child has been subjected to abuse or neglect or if I have observed a child being subjected to circumstances or conditions that would reasonably result in abuse or neglect, the law requires that I file a report with the appropriate governmental agency. Once such a report is filed, I may be required to provide additional information.
- If I have reasonable cause to believe that an at-risk adult has been or is at imminent risk of being mistreated, self-neglected, or financially exploited, the law requires that I file a report with the appropriate governmental agency. Once such a report is filed, I may be required to provide additional information
- If a patient communicates a serious threat of imminent physical violence against a specific person or persons, I must make an effort to notify such person; and/or notify an appropriate law enforcement agency; and/or take other appropriate action including seeking hospitalization of the patient.

If any such a situation arises, I will make every effort to fully discuss it with you before taking any action and I will 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, you may need to get formal legal advice.

PROFESSIONAL RECORDS

You should be aware that, pursuant to HIPAA, 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, you may examine and/or receive a copy of your Clinical Record, if you request it in writing. In most situations, I am allowed to charge a copying fee of \$2.50 per page (and for certain other expenses). The exceptions to this policy are contained in the attached Notice Form. 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 Confidential Psychotherapy Notes. These Confidential Psychotherapy Notes are for my own use and are designed to assist me in providing you with the best treatment. While the contents of Confidential 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 and information that has been supplied to me confidentially by others. These Confidential Psychotherapy Notes are kept separate from your Clinical Record. Your Psychotherapy Notes are not available to you and cannot be sent to anyone else, including insurance companies. Insurance companies cannot require your authorization as a condition of coverage nor penalize you in any way for your refusal to provide it.

Your Clinical Record and/or Confidential Psychotherapy Notes may be contained in both an electronic and paper record, and both are secured per HIPAA requirements.

PATIENT RIGHTS

HIPAA provides you with several new or expanded rights with regard to your Clinical Record and disclosures of protected health information. 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 protected health information that you have neither consented to nor authorized; determining the location to which protected information disclosures are sent; having any complaints you make about my policies and procedures recorded in your records; and the right to a paper copy of this Agreement, the attached Notice form, and my privacy policies and procedures. I am happy to discuss any of these rights with you.

You also have the right:

- To decide not to receive psychotherapy from me. If you wish, I can provide you with the names and phone numbers of other qualified mental health professionals.
- To end therapy at any time without any moral or legal obligations or without incurring any further financial obligations.
- To ask questions about the procedures used during therapy, the approximate duration of therapy (if it can be determined) and the fee structure and policies I use.
- To prevent the use of certain therapeutic techniques. I shall inform you if I intend to use any unusual procedures and shall describe any risks involved.
- To prevent electronic recording of any part of the therapy session; permission to record must be granted by you in writing explaining the purpose for the recording and for what time period the recording will take place. You have the right to withdraw your permission to record at any time.
- To avoid dual relationships with your psychologist. The relationship with your psychologist should remain strictly professional. In this regard, in a professional relationship sexual intimacy is NEVER appropriate and should be reported to the board that licenses, registers, or certifies the licensee, registrant or certificate holder. The address, phone number and website for that agency is listed elsewhere in this Agreement.

MINORS & PARENTS

Patients under 15 years of age who are not emancipated and their parents should be aware that the law may allow parents to examine their child's Clinical Records, unless I decide that such access is likely to injure the child. Because privacy in psychotherapy is often crucial to successful progress, particularly with young people, it is my policy to request an agreement from parents that they consent to give up their access to their child's records. By signing this document they agree to this request

and understand that, I will provide them only with general information about the progress of the child's treatment, and his/her attendance at scheduled sessions. I can also provide parents with a summary of their child's treatment when it is complete, when requested in writing. I will charge for this summary. Any other communication will require the child's Authorization, unless I feel that the child is in danger or is a danger to someone else, in which case, I will notify the parents of my concern. Before giving parents any information, I will discuss the matter with the child, if possible, and do my best to handle any objections he/she may have. Children of divorced parents, where both parents have joint custody, will need the consent of both parties before treatment can begin.

PSYCHOLOGIST- PATIENT SERVICES AGREEMENT

SIGNATURE PAGE

I, _____, ATTEST THAT I HAVE READ ALL EIGHT (8) PAGES OF THE PSYCHOLOGIST-PATIENT AGREEMENT (*Version 20160101*), AND THE PSYCHOLOGIST-PATIENT AGREEMENT HAS ALSO BEEN PROVIDED TO ME VERBALLY, AND I FULLY AGREE TO ITS TERMS. MY SIGNATURE ALSO SERVES AS AN ACKNOWLEDGEMENT THAT I HAVE ALSO RECEIVED THE HIPAA COLORADO NOTICE FORM DESCRIBED IN THE PSYCHOLOGIST-PATIENT AGREEMENT. I UNDERSTAND THAT I MAY REVOKE MY SIGNATURE AND THIS AGREEMENT IN WRITING AT ANY TIME AS OUTLINED IN THE AGREEMENT.

Client Signature

Date

Signature of Guardian (if applicable)

Date