

OFFICE POLICIES & GENERAL INFORMATION AGREEMENT FOR PSYCHOTHERAPY SERVICES

NOTE: This form provides you (patient) with information that is additional to that detailed in the “HIPAA Notice of Privacy Practices” form it is subject to HIPAA pre-emptive analysis.

CONFIDENTIALITY: All information disclosed within sessions and the written records pertaining to those sessions are confidential and may not be revealed to anyone without your (client’s) written permission, except where disclosure is required by law. Most of the provisions explaining when the law requires disclosure were described to you in the Notice of Privacy Practices that you received with this form.

When Disclosure Is Required By Law: Some of the circumstances where disclosure is required by law are: where there is a reasonable suspicion of child, dependent or elder, abuse or neglect; and where a client presents a danger to self, to others, to property, or is gravely disabled (for more details see also Notice of Privacy Practices form).

When Disclosure May be Required: Disclosure may be required pursuant to a legal proceeding. If you place your mental status at issue in litigation initiated by you, the defendant may have the right to obtain the psychotherapy records and/or testimony by Dr. Max. In couple and family therapy, or when different family members are seen individually, confidentiality and privilege do not apply between the couple or among family members. Dr. Max will use his clinical judgment when revealing such information. Dr. Max and his staff members will not release records to any outside party unless s/he is authorized to do so by **all** adult family members who were part of the treatment.

Emergencies: If there is an emergency during our work together, or in the future after termination, where Dr. Max becomes concerned about your personal safety, the possibility of you injuring someone else, or about you receiving proper psychiatric care, he will do whatever he can within the limits of the law, to prevent you from injuring yourself or others and to ensure that you receive the proper medical care. For this purpose, he may also contact the police, hospital, or the person whose name you have provided on the biographical sheet.

Health Insurance & Confidentiality of Records: Disclosure of confidential information may be required by your health insurance carrier or HMO/PPO/MCO/EAP in order to process the claims. If you so instruct Dr. Max, only the minimum necessary information will be communicated to the carrier. Unless authorized by you explicitly, the psychotherapy Notes will not be disclosed to your insurance carrier. Dr. Max has no control or knowledge over what insurance companies do with the information he submits or who has access to this information. You must be aware that submitting a mental health invoice for reimbursement carries a certain amount of risk to confidentiality, privacy, or to future eligibility to obtain health or life insurance. The risk stems from the fact that mental health information is entered into insurance companies’ computers and soon will also be reported to the, congress-approved, National Medical Data Bank. Accessibility to companies’ computers, or to the National Medical Data Bank database is always in question, as computers are inherently vulnerable to break-ins and unauthorized access. Medical data has been reported to have been sold, stolen, or accessed by enforcement agencies; therefore, you are in a vulnerable position.

Confidentiality of E-mail, Cell Phone and Faxes Communication: It is very important to be aware that e-mail and cell phone (also cordless phones) communication can be relatively easily accessed by unauthorized people and hence, the privacy and confidentiality of such communication can be easily compromised. E-mails, in particular, are vulnerable to such unauthorized access due to the fact that servers have unlimited and direct access to all e-mails that go through them. Faxes can be sent erroneously to the wrong address. Please notify Dr. Max at the beginning of treatment if you decide to avoid or limit in any way the use of any or all of the above-mentioned communication devices. Please do not use e-mail or faxes in emergency situations.

Litigation Limitation: Due to the nature of the therapeutic process and the fact that it often involves making a full disclosure with regard to many matters which may be of a confidential nature, it is agreed that should there be legal proceedings (such as, but not limited to *divorce and custody disputes*, injuries, lawsuits, etc.), neither you (client) nor your attorney, nor anyone else acting on your behalf will call on Dr. Max to testify in court or at any other proceeding, nor will a disclosure of the psychotherapy records be requested.

Consultation: Dr. Max consults regularly as a team and with other professionals regarding their clients; however, the client's name or other identifying information is never mentioned. The client's identity remains completely anonymous, and confidentiality is fully maintained.

* Considering all of the above exclusions, if it is still appropriate, upon your request, Dr. Max will release information to any agency/person you specify unless s/he concludes that releasing such information might be harmful in any way.

TELEPHONE & EMERGENCY PROCEDURES: If you need to contact Dr. Max between sessions, please leave a message at (510) 428-1671 and your call will be returned as soon as possible. Dr. Max checks his messages a few times a day (but never during the night time), unless he is out of town. Dr. Max checks the messages less frequently on weekends and holidays. If an emergency situation arises, please indicate it clearly in your message. If you need to talk to someone right away, you can call the 24-hour crisis line (415) 781-0500 or the Police at: 9-1-1.

PAYMENTS & INSURANCE REIMBURSEMENT: Clients are expected to pay the standard Fee of \$250 per 50 minutes session at the beginning of each session unless other arrangements have been made. Telephone conversations, site visits, report writing and reading, consultation with other professionals, release of information, reading records, longer sessions, travel time, etc. will be charged at the same rate, unless indicated and agreed otherwise. Please notify Dr. Max if any problem arises during the course of therapy regarding your ability to make timely payments. Clients who carry insurance should remember that professional services are rendered and charged to the clients and not to the insurance companies. Unless agreed upon differently, Dr. Max will provide you with a copy of your receipt on a monthly basis, which you can then submit to your insurance company for reimbursement if you so choose. As was indicated in the section, Health Insurance & Confidentiality of Records, you must be aware that submitting a mental health invoice for reimbursement carries a certain amount of risk. Not all issues/conditions/problems, which are the focus of psychotherapy, are reimbursed by insurance companies. It is your responsibility to verify the specifics of your coverage.

THE PROCESS OF THERAPY/EVALUATION: Participation in therapy can result in a number of benefits to you, including improving interpersonal relationship and resolution of the specific concerns that led you to seek therapy. Working toward these benefits; however, requires effort on your part. Psychotherapy requires a very active involvement, honesty, and openness in order to change your thoughts, feelings and/or behavior. Your therapist will ask for your feedback and views on your therapy, its progress, and other aspects of the therapy and will expect you to respond openly and honestly. Sometimes more than one approach can be helpful in dealing with a certain situation. During evaluation or therapy, remembering or talking about unpleasant events, feelings, or thoughts can result in your experiencing considerable discomfort or strong feelings of anger, sadness, worry, fear, etc. or experiencing depression, insomnia, etc. Your therapist may challenge some of your assumptions or perceptions or propose different ways of looking at, thinking about, or handling situations that can cause you to feel very upset, angry, depressed, challenged, or disappointed. Attempting to resolve

issues that brought you to therapy in the first place, such as personal or interpersonal relationships, may result in changes that were not originally intended. Psychotherapy may result in decisions about changing behaviors, employments, substance use, schooling, housing, or relationships. Sometimes a decision that is positive for one family member is viewed quite negatively by another family member. Change will sometimes be easy and swift, but more often it will be slow and even frustrating. There is no guarantee that psychotherapy will yield positive or intended results. During the course of therapy, your therapist is likely to draw on various psychological approaches according, in part, to the problem that is being treated and his assessment of what will best benefit you. These approaches include behavioral, cognitive-behavioral, psychodynamics, somatic, transpersonal, system/family, or psycho-educational.

Discussion of Treatment Plan: Within a reasonable period of time after the initiation of treatment, your therapist will discuss with you (client) his working understanding of the problem, treatment plan, therapeutic objectives, and his view of the possible outcomes of treatment. IF you have any unanswered questions about any of the procedures to be used in the course of therapy, their possible risks, your therapist's expertise in employing them, or about the treatment plan, please and you will be answered fully. You also have the right to ask about other treatments for your condition and their risks and benefits. If you could benefit from any treatment that your therapist does not provide, s/he has an ethical obligation to assist you obtaining those treatments.

CANCELLATION: Since scheduling of an appointment involves the reservation of time specifically for you, a *minimum* of 24 hours notice is required for re-scheduling or canceling an appointment. The *full fee will be charged* for sessions missed without such notification. Most insurance companies do not reimburse for missed sessions.

I have read the above Agreement and Office Policies and General Information carefully; I understand them and agree to comply with them:

Client name (print)	Date	Signature
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Client name (print)	Date	Signature
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David Max, Ph.D. PSY12368	Date	Signature
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