**Informed Consent for Treatment – Therapist-Patient Service Agreement**

Welcome,

I would like to thank you for the opportunity to serve your psychotherapy needs. If you have any questions or comments regarding your treatment, please feel free to bring them up in session.

This document (the Agreement) contains important information about my professional services and business policies. When you sign this document it will represent an agreement between you and me, regarding your treatment.

**1.Psychological Services, Risks and Benefits of Therapy**

The general “goal” of our work will be cultivation a more robust sense of self by expanding your capacity for work, love and creativity. During therapy, exploring the meaning of your emotional experiences, thoughts, dreams, memories and sensations can involve remembering or talking about unpleasant events. Most people find this psychotherapy experience to be one of growth, support and positive personal change. However, therapy usually involves discussing sensitive, emotional, and personal information. Discussing such material may cause you to experience intense emotions, including but not limited to, anxiety, anger, frustration, fear, and sadness. IN some cases, you may feel worse before feeling better. This is common and you should be informed of the possibility of such an experience before giving consent to treatment. These feelings are part of the therapy process and can be worked through in a relationship. 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.

**2.Sessions**

During our initial session, we can both decide if there is a good fit between your needs and my expertise in order to meet your goals. The therapy sessions are 50 minutes long and are scheduled at a frequency of once a week or more if needed.

**3.Professional Fees**

My regular fee is $150 per session. Depending upon individual needs and circumstances I am willing to discuss the possibility of a lower fee to be worked out between us. Your rate, if covered by insurance, is dictated by your plan, as is your co-pay. As a courtesy to you, I will bill your insurance for your sessions. Co-pays and co-insurance are pay at each session. Payment is made in cash, personal check, or credit card.

**4.Cancellations**

Once our times are scheduled, the session is yours and yours alone. If you cannot attend your sessions and I can fill your time you will not be charged for the missed session. Or if I have another session time available during the same week then we will reschedule your session time. Fro no shows or cancellation with less than 24 hours notice that cannot be reschedule, the full fee will be billed. You are responsible for your session fee (not just the co-pay), as insurances companies do not provide reimbursement for cancelled sessions.

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ DOB: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Cancellations & Cancellation fee:**

Once our times are scheduled, the session is yours and yours alone. If you cannot attend your session and I can fill your time you will not be charged for the missed session. Or, if I have another session time available during the same week then we will reschedule your session time. You are responsible for your session fee (not just your co-pay), as insurance companies do not provide reimbursement for canceled sessions. If you need to cancel you need to do it with more than 24 hours notice.

As this is a treatment and not just an appointment, by signing this agreement you agree to attend therapy, at a minimum, once a week. If you can cancel your session in advance, the fee for the missed session will be negotiated between you and your therapist. At a minimum, you will be charged an administration fee of $18 to cover therapist office rental.

**By signing below, you agree to our cancellation policy.**

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Signature Date

**4.Insurance Reimbursements**

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 will usually provide some coverage for mental health treatment. I will fill out forms and provide you with whatever assistance I can in helping you receive the benefits to which you are entitled.

It is very important that you find out exactly what mental health services your insurance policy offers. 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. If it is necessary to clear confusion, I will be willing to call the company on your behalf. Due to the rising cost 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 authorization before they provide reimbursement for mental health services. 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. While a lot 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. If this is the case, I will do my best to find another provider who will help you continue your psychotherapy). You should also be aware that most insurance companies require you to authorize me to provide them with a clinical diagnosis. Sometime I have to provide additional clinical information such as treatment plans or summaries, or copies of the entire record (in rare cases). 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 it once it is in their hands. 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.

Once we 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 our sessions. It is important to remember that you always have the right to pay for my services yourself to avoid the problems described above (unless prohibited by contract).

**5.Electronic and Social Media**

I use email communication and text messaging only with your permission and only for scheduling administrative purposes unless we have made another agreement. That means that email exchanges and text messages with my office should be limited to things like setting and charging appointments, billing matters and other related issues. Please do not email me about critical matter with me, please feel free to call me so we can discuss it on the phone or wait so we can discuss it during your therapy session. The telephone or face-to-face context simply is much more secured as a mode of communication.

Text Messaging

Because text messaging is a very insecure and impersonal mode of communication, I only accept text messages regarding changing appointments. So, please do not text message me about anything other than appointments times, unless we have made other arrangements.

Social Media

I do not communicate with, or contact, any of my clients through social media platforms like Twitter and Facebook. In addition, if I discover that I have accidentally established an online relationship with you, I will cancel that relationship. This is because these types of casual social contacts can create significant security risks for you. If you have an online presence, there is a possibility that you may encounter me by accident. If that occurs, please discuss it with me during our time together. I believe that any communication with clients online have a high potential to compromise the professional relationship. In addition, please do not try to contact me in this way. I will not respond and will terminate any online contact no matter how accidental.

Websites

I am on the Psychology Today website, as well as drolivaertherapy.com. You are free to access these sites. I use these sites for professional reasons to provide information to others about my services. You are welcome to access and review the information on these sites, and, if you have questions, we can discuss them during your therapy sessions.

Web Searches

I will not use web searches to gather information about you without your permission. I believe that this violates your privacy rights, however, I understand that you might choose to gather information about me in this way. In this day and age there is an incredible amount of information available about individuals on the internet, much of which may actually be known to that persons and some of which may be inaccurate or unknown.

If you encounter any information about me through web searches, or in any other fashion for that matter, please discuss this with me during our time together so that we can deal with it and its potential impact on your treatment. Recently it has become fashionable to clients to review their health care provider on various websites. Unfortunately, mental health professionals cannot respond to such comments and related errors because of confidentiality restrictions. If you encounter such reviews of me, please share it with me so we can discuss it and its potential impact on your therapy. Please do not rate my work with you while we are in treatment together on any of these websites. This is because it has a significant potential to damage our ability to work together.

**6.Litigation Limitations**

Due to the nature of the therapeutic process and the fact that it often involves making a full disclosure with regard to many matters that may be of a confidential nature, it is agreed that should there be a legal proceeding (such as, but not limited to divorce and custody disputes, injuries, lawsuits, etc.,), neither you (the patient) nor your attorney, nor anyone else acting on your behalf will call on me to neither testify in court nor at any proceedings, nor will a disclosure of the psychotherapy records nor process notes be requested. If, however, you become involved in legal proceeding 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. Because of the difficulty of legal involvement, I charge $350.00 per hour for preparation, travel, and attendance at any legal proceeding. Payment must be made in full by party requesting a therapist’s presence by certified check, at least one week in advance of court date.

**7.Contacting Me**

Even when I am in my office, I am often not immediately available by telephone, since I do not answer the phone when I am with patients. However, I check my messages regularly throughout the day. If I do not answer my phone, you may leave me a confidential voice message and I will return your call at my earliest opportunity. If you are experiencing an emergency that cannot wait for a return call, please call 911 or go to the nearest emergency room.

If I will be out of town or otherwise unavailable, I will provide coverage by a colleague and an announcement of such coverage will be made on the outgoing message of my voice mail.

I will take reasonable precautions to ensure that all voicemail messages are returned within 24 hours and that all urgent calls are returned as soon as possible.

Please not, however, that no voicemail system is 100% foolproof, and technical glitches may occur. IN the event that an urgent call is not returned in a timely manner, please leave another voice message, and if you are having a true emergency, please call 911 for assistance.

**8.Limits on Confidentiality and Professional Records**

The law protects the privacy of all communication between a patient and a licensed psychologist, in most cases. In most cases, 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. 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 in our office about your case. During a consultation, I make every effort to avoid revealing the identity of my patients. The other professionals are also legally bound to keep the information confidential.

If you are involved in a court proceeding and a request is made for information concerning your diagnosis and treatment, such information is protected by the Therapist-Patient Privilege Law. I cannot provide any information without your or your legal representative’s written authorization, a court order, or if I receive a subpoena of which you have been properly notified and you have failed to inform me that you oppose the subpoena.

In the event that I believe you are in imminent danger of harming either yourself or another person seriously, I am required by law and my professional ethics to take steps to ensure that you or the other person will be safe from harm. That may include calling family members, asking you to sign a no self-harm contract, and/or an involuntary hospitalization.

In the event that I believe or suspect the abuse of a child, elderly, or disabled person is occurring, I will encourage and work with you to report such violations yourself. If that fails, State Law requires that I file a report with the appropriate state agency. “Abuse” means to neglect, hurt, or sexually molesting the child, elderly adult or disabled person.

**9.Patient Rights**

HIPAA provides you with several new or expanded rights with regard to your Clinical Records and disclosures of protected health information. I am happy to discuss any of these rights with you. You will be provided with a HIPAA document.

**10.Minors and Parents**

Children between 13 to 17 may independently consent to (and control access to the records of) diagnosis and treatment in a crisis situation. Because privacy in psychotherapy is so crucial to successful progress, particularly with teenagers, and parental involvement is also often essential. It is my policy to request an agreement with minors and their parents about access to information.

The agreement provides that during treatment, I will provide parents with only general information about the progress of treatment, and the patient’s attendance at scheduled sessions. Any other communication will require the child’s Authorization, unless I feel the child is a danger to someone else, in which case, I will notify the parents of my concerns.

**11.Mediation and Arbitration**

All disputes arising out of or in relation to this agreement to provide psychotherapy services shall first be referred to mediation before, and as a precondition of, the initiation of arbitration. The mediator shall be a neutral third party chosen by agreement by me, and you, the patient, or your legal guardian or representative. The cost of such mediation, if any, shall be split equally, unless otherwise agreed.

**12.Termination**

As set forth above, after the first meeting, I, the therapist signing this document will assess if I can be of benefit to you. I do not accept clients who, in my opinion, I cannot help. In such a case, I will give a number of referrals that you can contact. If any point during psychotherapy, I do not believe the treatment is effective in helping you reach the therapeutic goals, I am obliged to discuss It with you and, if appropriate to terminate treatment. In such case, I will give a number of referrals that may be of help to you. Furthermore, if you request it and authorize it in writing, I will talk to the psychotherapist of your choice in order to help with the transition.

**13.Dual Relationships**

Not all dual relationships are unethical or avoidable. A positive dual relationship for example, could be a situation where I am your individual therapist and the leader of a therapy group you join. On the other hand, therapy never involves sexual contact or any other dual relationships that impairs the therapist’s objectivity, clinical judgement, or therapeutic effectiveness or can be exploitative in nature. I will never acknowledge working with therapeutically with anyone without his/her written permission. If by chance we happen to see each other about town, I will not initiate contact or even indicate that I recognize you in order to protect your privacy.

**THERAPIST-PATIENT SERVICES AGREEMENT**

Signature Page

Your signature below indicates that you have read this agreement and agree to the terms and also serves as an acknowledgment that you understand and provide your general consent for treatment with me, Dr. Martin H. Olivares. Please initial each of the sections below, included in the Agreement to indicate your sent to the terms contained therein.

\_\_\_\_\_ Introduction

-------- Psychological Services

\_\_\_\_\_ Cancellations

\_\_\_\_\_ Insurance Reimbursement

\_\_\_\_\_ Electronic & Social Media

\_\_\_\_\_ Litigation Limitation

\_\_\_\_\_ Contacting Me

\_\_\_\_\_ Limits of Confidently

\_\_\_\_\_ Patient Rights

\_\_\_\_\_ Parents Rights

\_\_\_\_\_ Minors and Parents

\_\_\_\_\_ Mediation and Arbitration

\_\_\_\_\_ Termination

\_\_\_\_\_ Dual Relationship

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Signature of Patient Date

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Print Name

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Signature of Parent, if parent is under 18