

INFORMED CONSENT

ROBERTO J OLIVO, M.A., L.M.F.T.

626-320-6052

WELCOME TO MY OFFICE. The following document is designed to give you information about my professional services and business policies. Please read this carefully. If you have any questions or concerns, please ask me at your first session, or as they arise during the course of treatment. Please note that when you sign this form, it represent an agreement between us.

AGREEMENT FOR SERVICE/INFORMED CONSENT

Introduction

This Agreement is intended to provide _____ (herein "Patient") information regarding the practices, policies and procedures of Roberto J Olivo, Licensed Marriage and Family Therapist, Inc. (herein "Therapist"), and to clarify the terms of the professional therapeutic relationships between Therapist and Patient. Any questions or concerns regarding the contents of this Agreement should be discussed with Therapist prior to signing it.

Therapist has been practicing as a licensed marriage and family therapist (LMFT) for over 15 years. Therapist's theoretical orientation can be described as eclectic (many orientations).

Our first sessions will involve an evaluation of your needs. Patient should address any concerns s/he has regarding progress in therapy with Therapist. During this initial period I want you to evaluate your comfort level with me as your therapist and address any questions you have about the process.

Possible Risks and Benefits of Therapy

Psychotherapy is a process in which Therapist and Patient discuss a myriad of issues, events, experience and memories so Patient can experience his/her life more fully. It provides an opportunity to better and more deeply understand

oneself, as well as any problems or difficulties Patient may be experiencing. Psychotherapy is a joint effort between Patient and Therapist. Progress and success may vary depending upon the particular problems or issues being addressed, as well as many other factors. Participating in therapy may result in a number of possible benefits to Patient, including, but not limited to, reduced stress and anxiety, a decrease in negative thoughts and self-sabotaging behaviors, improved interpersonal relationships, increase comfort in social work, and family settings, increase capacity for intimacy, and increased self-confidence.

Participating in therapy may also involve some possible discomfort, including remembering and discussing unpleasant events, feelings and experiences. The process might evoke strong feeling of sadness, anger, fear, etc. There may be time in which Therapist will challenge Patient's perceptions and assumptions, and offer different perspectives. The issues presented by Patient may result in unintended outcomes, including changes in personal relationships. Patient should be aware that any decision on the status of his/her personal relationships is the responsibility of Patient. There are no guarantees about what you will experience, or when or how fast you will feel improved.

Please Initial here that you have read and understand above section:

Confidentiality

The information disclosed by Patient is generally confidential and will not be release to any third party without written authorization from Patient, except where required or permitted by law. Exceptions to confidentiality, include, but are not limited to reporting child, elder and dependent adult abuse, when a patient makes a serious threat of violence towards a reasonably identifiable victim, or when a patient is dangerous to him/herself or to the property of another person. In certain legal situation, such as in a child custody case or when you emotional condition is an issue (for example in a Worker's Compensation or personal injury case); the judge may order me to testify. In the event that an account with me goes unpaid, it is legal for me to disclose your name, dates of session, and amount due to a collection agency, or small claims court as necessary.

I practice in an office with other mental health professional and I may employ administrative staff. I may need to share protected information with these individuals for both clinical and administrative purposes, or in the event I have an emergency and other clinician needs to contact you to notify you of a cancelled appointment. All mental health professional are bound by the same rules of confidentiality. All member have been given training about protecting your privacy and have agree not to release confidential information outside of my practice without appropriate authorization for Disclosure, or one of the above listed mandates and/or emergencies.

Federal Law under the Patriot Act states that when the federal government believes an individual to be a threat to national security, the government may access an individual's therapy records with a federal warrant. In the unlikely event that this occurs, the therapist will not disclose to Patient that this event has happened.

Confidentiality with Family and Couples Therapy

When working with family members and couples, I ask all parties to sign releases of information so that I may share relevant information and give important feedback to all those participating in treatment. In situation where one family member or one partner request that I release information about the family or couple's session, it is my policy not to release information unless all family members (or both members of the couple) sign an authorization allowing me to do it. I have a "No Secrets" policy and any divulged secret will be discussed in the next family or couple session.

Psychotherapist-Patient Privilege

The information disclosed by Patient, as well as any records created, is subject to the psychotherapist-patient privilege. The psychotherapist-patient privilege results from the special relationship between Therapist and Patient in the eyes of the law. It is akin to the attorney-client privilege or the doctor-patient privilege.

Typically, the patient is the holder of the psychotherapist-patient privilege. If Therapist receives a subpoena for records, deposition testimony, or testimony in

a court of law, Therapist will assert the psychotherapist-patient on Patient's behalf until instructed, in writing, to do otherwise by Patient or Patient's representative. Patient should be aware that s/he might be waiving the psychotherapist-patient privilege if s/he makes mental or emotional state an issue in a legal proceeding. Patient should address any concerns s/he might have regarding the psychotherapist-patient privilege with his/her attorney.

There are however exceptions to privilege, which includes, but is not limited to: if 1) a patient is a danger to self or others, 2) a judge issues a court order, 3) a patient introduces his/her mental condition into testimony, 4) someone is under the age of 16 and victim of a crime, 5) the court is using therapy to establish sanity or competence to stand trial, 6) a patient has treated information as though it is not confidential, 7) information pertaining to the Patriot Act, 8) information listed on a health insurance claim form or child abuse report, 9) a patient files a complaint or lawsuit against me.

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Professional Consultation

Therapist regularly participates in clinical, ethical, and legal consultation with appropriate professionals. During such consultations, Therapist will not reveal any personally identifying information regarding Patient or professional consultations with people with whom you have asked or allowed me to share your information (physicians, attorney, school teachers, therapists, etc.). I charge in quarter-hour segment (for calls that are more than fifteen minutes). I also charge for time writing letters/reports about your case or reading extensive reports. I will notify you about these charges before beginning these activities. These are charges that insurance companies usually do not cover thus they would need to be covered by you. If you become involved in legal proceedings that may require my participation, you will be expected to pay for my professional time even if I am called to testify by another party.

Clinical records are maintained in secure confidential locked cabinet during treatment and for up to ten years following the termination of treatment. After ten years the clinical records will be destroyed in a confidential manner and

cannot be accessed any longer. If within ten years following treatment, for any reason I am not longer in practice at that time, or upon my death, I will designate another mental health professional to continue to securely keep and maintain my records and you will be notified of that therapist's name just in case you have the need to access records at a later time.

Records and Records Keeping

Therapist may take notes during session and will also produce other notes and records regarding Patient's treatment. These notes constitute Therapist's clinical and business records, which by law, Therapist is required to maintain. Such records are sole property of Therapist. Therapist will not alter the normal record keeping process at the request of Patient. Should Patient request a copy of Therapist's records, such a request must be made in writing. Therapist reserves the right under California law, to provide Patient with a treatment summary in lieu of actual records. Therapist also reserves the right to refuse to produce a copy of the record under certain circumstance, but may, as requested, provide a copy of the record to another treating health care provider. Therapist will maintain Patient's records for ten years following termination that preserves Patient's confidentiality.

Patient Rights

HIPPA provide you with several new or expanded rights with regard to you clinical records and disclosures of protected health information. These rights include requesting that I amend your record; requesting restriction 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 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.

Minors and Parents

Patients under 18 years of age who are not emancipated generally require parental consent in order to begin treatment. Parental consent must come from a parent or guardian with legal custody. If your minor is the subject of a divorced union it is necessary to bring a copy of your most recent custody agreement in order to initiate consent for treatment.

Please Initial here that you have read and understand the above section:

Patient Litigation

Therapist will not voluntarily participate in any litigation, or custody dispute in which Patient and another individual, or entity, are parties. Therapist has a policy of not communicating with Patient's attorney and will generally not write or sign letter, reports, declaration, or affidavits to be used in Patient's legal matter. Therapist will generally not provide records or testimony unless compelled to do so by the court. Should Therapist be subpoenaed, or order by a court of law, to appear as a witness in an action involving Patient, Patient agrees to reimburse Therapist for any time spend for preparation, travel, or other time in which Therapist has made himself available for such an appearance at Therapist's usually and customary rate of \$250.00/hour.

Fee and Fee Arrangements

The usual and customary fee for service is \$150.00 per 50 minute session. Sessions longer than 50 minutes are charged for the additional time pro rata. Therapist reserves the right to periodically adjust his fee. Patient will be notified of any fee adjustment in advance. In addition, this fee may be adjusted by contract with insurance companies, manages care organizations, or other thirdparty payors, or by agreement with Therapist.

From time to time, Therapist may engage in telephone contact with Patient for purposes other than scheduling sessions. Patient is responsible for payment of the agreed upon fee (on a pro rata basis) for any telephone calls longer than ten minutes. Patients are expected to pay for services at the time services are rendered. Therapist accepts cash, credit cards and checks.

If you become involved in a legal proceeding that requires my participation, you will be responsible for all of my professional time, including preparation and transportation costs, and if I am called to testify by another party. My rate is \$1,000.00 for a ½ day and \$2,000.00 for a full day. Fees must be paid in advance and are not reimbursed by medical insurance.

Missed Sessions and Cancellations Policy

If you are late to your appointment it will still have to end on time for the courtesy of my next patient and the fee remains the same because your fee is based on the amount of time reserved, not the amount used. I prefer you stay home if you are very sick, and I will try to help you reschedule. This is especially important with children and play therapy. Play therapy involves the touching of toys and games, one sick child can get the other children in my caseload sick easily. It is my preference that you cancel when your child is sick. Insurance will generally not pay for a missed session and if you miss a session or cancel late, your insurance company will not help you cover the fee for that session. If you have a set session time and you fail to show up or cancel in advance for three consecutive weeks, I will assume you are no longer interested in that time slot and make it available to other patients.

Patient is responsible for payment of the agreed upon fee for any missed session(s). Patient is also responsible for payment of the agreed-upon fee for any session(s) for which Patient failed to give Therapist at least 24 hours' notice of cancelation. Cancellation notice should be left on Therapist's voice mail at 626320-6052.

Please Initial here that you have read and understand section above:

Vacation Coverage

If I am out of town or otherwise unavailable, I will arrange for a qualified professional to cover for me. Simply check my office voicemail for additional information about who to contact. I will also let my client know in advance when I will be out of the office (unless an emergency situation arises, such as a sudden illness or family emergency – in which case, a qualified professional will notify you and discuss treatment options).

Insurance

In order to use your medical insurance benefits, information must be conveyed to your insurance company. My contract with insurance carriers generally requires me to provide any information the insurance company needs in order to process your mental health claims. This information includes, but is not limited to your identifying information, name, current address, birthdate, insurance ID#, marital status, dates of session, type of psychotherapy, amount due, and diagnoses. The diagnosis help the insurance company know what symptoms you are experiencing. This can include, in some instances, full access to your record. Before disclosing this information, the insurance company is required to provide a written notification stating what information is being requested, why they requesting it, how long it will be kept and what will be done with the information. In such instances I will make every effort to release only the minimum information that is necessary for such purpose. I will provide you with a copy of any report I have to submit to insurance, if you request it. I will let you know when your insurance carrier is requiring more than the standard claim form for payment. Though all insurance carrier claims to keep such information confidential, I have no control over what they do once it is in their hands. If you are uncomfortable with your insurance company having any mental health information about you, you can decide to pay the fee yourself and leave the insurance carrier out of the equation.

I will complete insurance forms on your behalf and bill your insurance company directly. If you have a co-payment, I will ask you to pay it at each session. Please note that your insurance policy is a contract between you and your insurance company. Although your insurance company will be billed for fees, you are responsible for that portion of the fee that is not reimbursed by your insurance carrier (e.g., deductibles, copayment, cancelled session, etc.). If your insurance company pays only a portion of the bill or rejects it entirely, the insurance company will send an explanation of benefits to you. Reduction or rejection of your claim does not relieve you of our financial responsibility for your therapy session. If unusual circumstances of financial hardship develop, please let me know so that we may discuss possible payment options. If your check "bounces"

and the bank for insufficient funds returns it, you are responsible for making payment in full and for any bank fees.

You will be asked to sign an authorization to release information to your insurance/managed care company which permits me to release information about you that is necessary to process claims and request additional session. If you have any question or concern about disclosure of information to your manage care/insurance company, please discuss them with me.

Therapist Availability

Therapist's office is equipped with a confidential voicemail system that allows Patients to leave a message at any time. Therapist will make every effort to return calls within 24 hours (or by the next business day), but cannot guarantee calls will be returned immediately. Therapist is unable to provide 24-hour crisis service. In the event that Patient is feeling unsafe or required immediate medical or psychiatric assistance, s/he should call 911, or go to the nearest emergency room.

Email should be considered carefully because I cannot guarantee the confidentiality of the Internet or your work or home computer. I do not respond to e-mails for this reason and prefer to discuss e-mails in session. Do not leave messages regarding appointment changes on the Internet. Voicemails are a much more effective way to reach me.

Please Initial here that you have read and understand the above section:

Termination of Therapy

Therapist reserves the right to terminate therapy at his discretion. Reason for termination include, but are limited to, untimely payment of fee, failure to comply with treatment recommendation, conflicts of interest, failure to participate in therapy, Patient needs are outside of Therapist's scope of competence or practice, or Patient is not making adequate progress in therapy. Patient has the right to terminate therapy at his/her discretion. Upon either party's decision to terminate therapy, Therapist will generally recommend that Patient participate in at least one, or possible more termination session. These sessions are intended to facilitate a positive termination experience and give both parties an opportunity to reflect on the work that has been done. Therapist will also attempt to ensure a smooth transition to another therapist by offering referral to Patient.

Acknowledgement

By signing below, Patient acknowledges that s/he has review and fully understands the terms and conditions of this Agreement. Patient has discussed such terms and condition with Therapist and any questions with regard to its term and conditions have been answered to Patient's satisfaction. Patient agrees to abide by the term and condition of this Agreement and consent to participate in psychotherapy. Moreover, Patient agrees to hold Therapist free and harmless from any claims, demand, or suits for damages from any injury or complication whatsoever, safe negligence, that may result from such treatment.

Patient Name (Please print)

Signature of Patient (or legal representative)

Date

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I understand that I am financially responsible to Therapist for all charges, including unpaid charges by my insurance company or any other third-party payer.

Name of Responsible party (Please print)

Signature of Responsible Party

Date