**AGREEMENT FOR SERVICE / INFORMED CONSENT**

This document is intended to provide important information to you regarding your treatment. Please read the entire document carefully and be sure to ask me any questions that you may have regarding its contents before signing it. It is your right to have a complete explanation for any questions you may have, now or in the future. Please feel free to ask questions or share any concerns that may arise. By initialing next to each statement at the end of each section, you are acknowledging you have read, understood and consented to each statement in its entirety as it pertains to the services provided by Manuel Paul Leiva, LMFT #113389.

**Introduction**

This Agreement is intended to provide [name of patient]\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (herein “Patient”) with important information regarding the practices, policies and procedures of [Manuel Paul Leiva Jr., LMFT #113389] (herein “Therapist”), and to clarify the terms of the professional therapeutic relationship between Therapist and Patient. Any questions or concerns regarding the contents of this Agreement should be discussed with Therapist prior to signing it.

**Therapist Background and Qualifications**

Therapist received his Masters of Science in Counseling, with and emphasis in Marriage and Family Therapy from California State University, Northridge. The therapist’s professional experience includes providing outpatient treatment at in a clinical office, intensive field based mental health services for a Los Angeles County, Department of Mental Health contracted agency. The focus has been in the areas of trauma, loss, ADHD, anxiety, depression, blended family barriers, relationship issues in the areas of school and career, and suicidal and homicidal ideation. The therapist’s theoretical orientation is a blend between cognitive behavioral orientation (explore relationships among a person's thoughts, feelings and behaviors), solution-focused orientation (focus on mapping out small and large changes), Realty Therapy (teach how to control thoughts and behaviors), as well as other humanistic approaches (person-centered and nonjudgmental approach). \_\_\_\_\_\_\_\_\_ (Patient Initials)

**Risks and Benefits of Therapy**

Psychotherapy is a process in which Therapist and Patient, and sometimes other family members, discuss a myriad of issues, events, experiences and memories for the purpose of creating positive change 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 benefits to Patient, including, but not limited to, reduced stress and anxiety, a decrease in negative thoughts and self-sabotaging behaviors, improved interpersonal relationships, increased comfort in social, school, and family settings, and increased self-confidence. Such benefits may also require substantial effort on the part of Patient, as well as his/her caregivers and/or family members, including an active participation in the therapeutic process, honesty, and a willingness to change feelings, thoughts and behaviors. There is no guarantee that therapy will yield any or all of the benefits listed above.

Participating in therapy may also involve some discomfort, including remembering and discussing unpleasant events, feelings and experiences. This discomfort may also extend to other family members, as they may be asked to address difficult issues and family dynamics. The process may evoke strong feelings of sadness, anger, fear, etc. There may be times in which Therapist will challenge the perceptions and assumptions of the Patient or other family members and offer different perspectives. The issues presented by Patient may result in unintended outcomes, including changes in personal relationships.

During the therapeutic process, many patients find that they feel worse before they feel better. This is generally a normal course of events. Personal growth and change may be easy and swift at times but may also be slow and frustrating. Patient should address any concerns he/she has regarding his/her progress in therapy with Therapist. \_\_\_\_\_\_\_\_\_ (Patient Initials)

**Professional Consultation**

Professional consultation is an important component of a healthy psychotherapy practice. As such, 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 Patient’s family members or caregivers. \_\_\_\_\_\_\_\_\_ (Patient Initials)

**Records and Record 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 the sole property of Therapist. Therapist will not alter his/her normal record keeping process at the request of any patient or representative. Should Patient or Representative 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, or Representative, 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 circumstances, but may, as requested, provide a copy of the record to another treating health care provider. Representative will generally have the right to access the records regarding Patient. However, this right is subject to certain exceptions set forth in California law. Should Representative request access to Therapist’s records, such a request will be responded to in accordance with California law. Therapist will maintain Patient’s records for ten years following termination of therapy, or when Patient is 21 years of age, whichever is longer. However, after ten years, Patient’s records will be destroyed in a manner that preserves Patient’s confidentiality. \_\_\_\_\_\_\_\_\_ (Patient Initials)

**Confidentiality**

The information disclosed by Patient is generally confidential and will not be released 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(s), when a patient is dangerous to him/herself or the person or property of another, cases in which the therapist is court-ordered to testify or produce records; or as outlined in the “Notice of Privacy Practices”.** Psychotherapy can only be effective if there is a trusting a confidential relationship between Therapist and Patient. Although a Representative can expect to be kept up to date as to Patient’s progress in therapy, he/she will typically not be privy to detailed discussions between Therapist and Patient. However, Representative can expect to be informed in the event of any serious concerns Therapist might have regarding the safety or well-being of Patient, including suicidality. \_\_\_\_\_\_\_\_\_ (Patient Initials)

**“No Secrets” Policy with Couples & Families**

When working with couples and families, Therapist employs a “no secrets” policy, which means the Therapist does not keep secret information gathered in individual conversations (whether on the phone or in an individual session) if the information revealed in some way violates that integrity of the couples/family therapy, such as revealing an affair, substance problem, or intent to leave the relationship, etc. \_\_\_\_\_\_\_\_\_ (Patient Initials)

**Patient Litigation**

Therapist will not voluntarily participate in any litigation, or custody dispute in which Patient, or Representative, and another individual, or entity, are parties. Therapist has a policy of not communicating with Representative’s attorney and will generally not write or sign letters, reports, declarations, or affidavits to be used in Patient’s, or Representative’s, legal matter. Therapist will generally not provide records or testimony unless compelled to do so. Should Therapist be subpoenaed, or ordered by a court of law, to appear as a witness in an action involving Patient, Patient and/or Representative agrees to reimburse Therapist for any time spent for preparation, travel, or other time in which Therapist has made him/herself available for such an appearance at a rate of $200/hour, with a $2,000 retainer required 30 days before the expected court date. In addition, Therapist will not make any recommendation as to custody or visitation regarding Patient. Therapist will make efforts to be uninvolved in any custody dispute between Patient’s parents. \_\_\_\_\_\_\_\_\_ (Patient Initials)

**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 privilege on Patient’s behalf until instructed, in writing, to do otherwise by a person with the authority to waive the privilege on Patient’s behalf. When a patient is a minor child, the holder of the psychotherapist-patient privilege is either the minor, a court appointed guardian, or minor’s counsel. Parents typically do not have the authority to waive the psychotherapist-patient privilege for their minor children, unless given such authority by a court of law. Representative is encouraged to discuss any concerns regarding the psychotherapist-patient privilege with his/her attorney. Patient, or Representative, should be aware that he/she might be waiving the psychotherapist-patient privilege if he/she makes his/her mental or emotional state an issue in a legal proceeding. Patient, or Representative, should address any concerns he/she might have regarding the psychotherapist-patient privilege with his/her attorney. \_\_\_\_\_\_\_\_\_ (Patient Initials)

**Fee and Fee Arrangements**

The fee for a 45-50-minute psychotherapy session is $\_\_\_\_\_\_.

Sessions longer than 50-minutes are charged for the additional time pro rata. Letters to third parties: start at $75.00 (based on time required to prepare). Therapist reserves the right to periodically adjust this fee. Patient will be notified of any fee adjustment in advance. In addition, this fee may be adjusted by contract with insurance companies, HMOs, managed care organizations, or other third- party 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. In addition, from time-to-time, Therapist may engage in telephone contact with third parties at the request of Patient and with the advance written authorization of Patient. Patient is responsible for payment of the agreed upon fee (on a pro rata basis) for any telephone calls longer than ten minutes. \_\_\_\_\_\_\_\_\_ (Patient Initials)

**Outstanding Balances:** Payment is due at the time services are rendered, and the Therapist does not provide billing for outstanding balances. If a Patient fails to arrange for payment of an outstanding balance, accounts may be sent to a professional billing company. There is a $10 fee for the billing service and a 25% late fee. If Patients are unresponsive, the billing company may forward to collections.

Patient is expected to pay for services at the time services are rendered. Therapist accepts cash and checks. \_\_\_\_\_\_\_\_\_ (Patient Initials)

**Insurance**

Therapist does not accept any insurance at this time. \_\_\_\_\_\_\_\_\_ (Patient Initials)

**Cancellation Policy**

Patient is responsible for payment of the agreed upon fee for any missed session(s) (100% of the normal full rate of service). 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-hour notice** of cancellation. Cancellation notice should be left on Therapist’s voice mail at 818-472-7898. \_\_\_\_\_\_\_\_\_ (Patient Initials)

**Therapist Availability**

Therapist provides a confidential voice mail system that allows Patient to leave a message at any time. Therapist will make every effort to return calls within 24 – 48 hours, but cannot guarantee the calls will be returned immediately. Therapist is unable to provide 24-hour crisis service. In the event that Patient is feeling unsafe or requires immediate medical or psychiatric assistance, Patient should call 911, or go to the nearest emergency room. \_\_\_\_\_\_\_\_\_ (Patient Initials)

**Termination of Therapy**

Therapist reserves the right to terminate therapy at his discretion. Reasons for termination include, but are not limited to, untimely payment of fees, failure to comply with treatment recommendations, 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 possibly more, termination sessions. 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 referrals to Patient. \_\_\_\_\_\_\_\_\_ (Patient Initials)

**Acknowledgement**

By signing below, Patient and/or Representative acknowledges that he/she has reviewed and fully understands the terms and conditions of this Agreement. Patient and/or Representative has discussed such terms and conditions with Therapist and has had any questions with regard to its terms and conditions answered to Patient’s satisfaction. Patient and/or Representative agrees to abide by the terms and conditions of this Agreement and consents to participate in psychotherapy with Therapist. Moreover, Patient and/or Representative agrees to hold Therapist free and harmless from any claims, demands, or suits for damages from any injury or complications whatsoever, save negligence, that may result from such treatment.

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| Patient Name (Please Print) |  | Date |
|  |  |  |
| Signature of Patient |  | Date |
|  |  |  |
| Signature of Representative (if applicable) |  | Date |
|  |  |  |
| Therapist Signature |  | Date |