

## INFORMED CONSENT, OFFICE POLICIES, & GENERAL INFORMATION AGREEMENT FOR PSYCHOLOGICAL SERVICES

**Michael Messina, Psy.D.**  
California Psychology License # PSY 23684  
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This form provides you (Patient) with information that is additional to that detailed in the *HIPPA Notice of Privacy Practices* and it is subject to HIPAA pre-emptive analysis. (Revised January 30, 2013).

“Patient”, herein this document refers to the identified patient(s) and/or the identified patient’s parent(s) or legal guardian(s).

**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 written permission, except where disclosure is required by law.

**DISCLOSURE:** Some of the circumstances where disclosure is required or may be required by the law are: where there is a reasonable suspicion of child, dependent or elder abuse or neglect; where Patient presents a danger to self, to others, to property, or is gravely disabled or when Patient’s family members communicate to Dr. Messina that Patient presents a danger to self, others, or property. Disclosure may also be required pursuant to a court order. In couple and family therapy, or when different family members are seen individually, even over a period of time, confidentiality and privilege do not apply between the couple or among family members, unless otherwise agreed upon.

**EMERGENCY:** If there is an emergency during our work together, or in the future after termination, where Dr. Messina 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.

**COMMUNICATION:** Computer, e-mail, and cell phone communication can be relatively easily accessed by unauthorized people and hence can compromise the privacy and confidentiality of such communication. E-mails and text messages can easily be sent erroneously to the wrong address/phone number and/or unauthorized people can access documents sent via e-mail/text. E-mails/text messages are vulnerable to unauthorized access due to the fact that Internet servers and phone companies have unlimited and direct access to all e-mails/text messages that go through them. Additionally, Dr. Messina’s e-mails and text messages are not encrypted. Dr. Messina’s computer is equipped with a firewall, a virus protection, and a password. His cell phone is password protected. Dr. Messina backs up all confidential information from his computer on a regular basis, however, the privacy of any information stored on a computer (and cell phone) is compromised due to the many threats against computer/phone privacy, including but not limited to, people who are able to bypass firewalls and other security systems (e.g., computer hackers), or the possibility of his computer/phone being lost or stolen. Dr. Messina also backs up his computer files via *Carbonite*, an encrypted online back-up software. Please notify Dr. Messina if you decide to avoid or limit in any way the use of any or all communication devices, such as e-mail or cell phone. If you communicate information via e-mail or cell phone text message, Dr. Messina will assume that you have made an informed decision, will view it as your agreement to take the risk that such communication may be intercepted, and he will honor your desire to communicate on such matters via e-mail or text message, respectively. Please do not use e-mail, or text messages for emergencies. Please do not use e-mail or text messaging to send documents unless Dr. Messina has spoken to you

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directly to approve this method of document retrieval. Please complete the following information to inform Dr. Messina of your communication preferences:

Type of Communication	Phone Number or E-mail Address	Call (yes or no)	Leave Message (yes or no)	Send E-mail/Text (yes or no)
Home phone				N/A
Cell phone				
E-mail		N/A	N/A	

**RECORDS:** Both the law and the standards of Dr. Messina's profession require that he keeps treatment records for at least seven years. Unless otherwise agreed or necessary, Dr. Messina retains clinical records only as long as is mandated by law. If you have concerns regarding the treatment records, please discuss them with Dr. Messina. As a Patient/parent/legal guardian, you have the right to review or receive a summary of your records at any time, except in limited legal or emergency circumstances or when Dr. Messina assesses that releasing such information might be harmful in any way. In such a case, Dr. Messina will provide the records to an appropriate mental health professional of your choice. When more than one Patient is involved in treatment, such as in couple and family therapy, Dr. Messina will release records only with the signed authorizations from all the adults (or all those who legally can authorize such a release) involved in the treatment.

**TELEPHONE & EMERGENCY PROCEDURES:** If you need to contact Dr. Messina between sessions, please leave a message on his cell phone, (817) 818-6445, and your call will be returned as soon as possible. If an emergency situation arises, indicate it clearly in your message and call 911. You may also need to call the National Suicide Prevention Lifeline at 1-800-273-8255. Please do not use e-mail or text messages for emergencies. Dr. Messina does not always check his e-mail or text messages daily.

**PAYMENTS:** Patients/parents/legal guardians are expected to pay the standard fee of \$250.00 per 50 minute session at the end of each session, unless an alternative payment amount or arrangement has been made. If an alternative payment amount for sessions has been agreed to, it is stated here: \_\_\_\_\_. Longer sessions will be charged at the prorate of \$250.00 or the agreed amount. Patient observation and assessment in third party settings, report writing, training to third party persons (e.g., teachers), and telephone sessions are billed at the same rate. All services are billed for a minimum of \$250.00 or the agreed amount, even when the service does not last the full 50 minutes. When services are provided in an alternate location, a minimum of one additional session hour will be charged to the Patient(s)/parent(s)/legal guardian(s). Payment for psychological testing/assessments vary by type. An addendum payment agreement will be provided in the event that psychological testing/assessment is conducted. Please notify Dr. Messina if any problems arise during the course of services regarding your ability to make timely payments. Patients/parents/legal guardians who carry insurance should remember that professional services are rendered and charged to the Patients/parents/legal guardians and not to the insurance companies. Dr. Messina will provide you with a copy of your receipt on a monthly basis upon request, which you can then submit to your insurance company for reimbursement if you so choose. Dr. Messina does not bill insurance companies for psychological services provided and does not guarantee that your insurance company will provide you with a reimbursement for services provided by him. Submitting a mental health invoice for reimbursement carries a certain amount of risk. Not all issues/conditions/problems, which are dealt with in psychotherapy, are reimbursed by insurance companies. It is your responsibility to verify the specifics of your coverage. If your account is overdue (unpaid) and there is no written agreement or payment plan, Dr. Messina can use legal or other means (e.g., courts, collection agencies, etc.) to obtain payment. Dr. Messina accepts cash, checks, and credit cards (Visa, MasterCard, Discover, and American Express). No refunds are provided for services rendered.

**LITIGATION:** 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

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proceedings, neither you nor your attorney's, nor anyone else acting on your behalf will call on Dr. Messina to testify in court or at any other proceeding, nor will a disclosure of the psychotherapy records be requested unless otherwise agreed upon. If testimony by Dr. Messina is ordered by the court, and the Patient has initiated the court case, the Patient is responsible for payment to Dr. Messina at his standard hourly rate, as stated in the *Payments* section, for all services related to the testimony, such as preparation, testimony, and drive-time.

**MEDIATION & ARBITRATION:** All disputes arising out of or in relation to psychological services or this agreement to provide psychological services shall first be referred to mediation, before, and as a pre-condition of, the initiation of arbitration. The mediator shall be a neutral third party chosen by agreement of Dr. Messina and Patient(s)/parent(s)/legal guardian(s). The cost of such mediation, if any, shall be split equally, unless otherwise agreed upon. In the event that mediation is unsuccessful, any unresolved controversy related to this agreement should be submitted to and settled by binding arbitration in accordance with the rules of the American Arbitration Association which are in effect at the time the demand for arbitration is filed. Notwithstanding the foregoing, in the event that your account is overdue (unpaid) and there is no agreement on a payment plan, Dr. Messina can use legal means (e.g., court, collection agency, etc.) to obtain payment. The prevailing party in arbitration or collection proceeding shall be entitled to recover a reasonable sum, such as for attorney's fees. In the case of arbitration, the arbitrator will determine that sum.

**EVALUATION/TREATMENT/CONSULTATION/DIAGNOSTIC PROCEDURES:** I authorize and request that Dr. Messina carry out psychological evaluations/examinations, treatments, consultations, and/or diagnostic procedures which now, or during the course of my care as a Patient/parent/legal guardian for myself or my child/children, are advisable. I understand that the purpose of these procedures will be explained to me upon my request and are subject to my agreement.

During the initial evaluation period, Dr. Messina will work with you to clarify the nature of the problems for which you are seeking treatment, and may also work with you to define treatment goals and develop a treatment plan to help you achieve those goals. Participation in the evaluation process does not guarantee that treatment with Dr. Messina will continue. As a result of the evaluation, it may be determined that your specific needs will be better served by alternative treatment options. In this case, Dr. Messina will provide you with the appropriate referral(s). During the course of therapy, Dr. Messina 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, but are not limited to behavioral, cognitive-behavioral, family systems, and psycho-educational. There is no guarantee that treatment will work to remediate the problems which you have sought Dr. Messina's help for. Dr. Messina does not provide custody evaluation recommendations, medication or prescription recommendations, or legal advice.

Dr. Messina will only treat minors for evaluation or psychotherapy when all parents or legal guardians consent to treatment.

**TERMINATION:** Dr. Messina is obligated to terminate therapy when it becomes reasonably clear that Patient no longer needs the service, is not likely to benefit, or is being harmed by continued service. Dr. Messina may terminate therapy when threatened or otherwise endangered by Patient/parent/legal guardian or another person with whom the Patient/parent/legal guardian has a relationship. Except where precluded by the actions of Patients/parents/legal guardians, prior to termination Dr. Messina provides pretermination counseling and suggests alternative service providers as appropriate.

**CANCELLATION:** A minimum notice of 48 hours is required for re-scheduling or canceling an appointment. The full fee will be charged for sessions missed without such notification.

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**I have read, understand, and agree to this Informed Consent, Office Policies, & General Information Agreement for Psychological Services.**

\_\_\_\_\_  
**Patient Name (Print)**

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Signature (unless minor)

\_\_\_\_\_  
Date

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**Parent/Legal Guardian Name (Print)**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
**Parent/Legal Guardian Name (Print)**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

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