

BEFORE WE BEGIN...

THIS IS MY INFORMED CONSENT FORM.

This form is to let you know about my office policies, and, how my psychotherapy practice works. I'm asking you to read this, sign that you've read and understood it, and discuss it before we begin. For our purposes I am "me" and "Therapist," and you are "you" and "Client."

THE BENEFITS, EXPECTATIONS, AND THE PROCESS OF THERAPY.

(What you can expect in and from therapy)

THE BENEFITS...

Therapy can help in the improvement of relationships with others and with yourself. Therapy could result in a resolution of the issue(s) that helped you decide to choose therapy. Psychotherapy is a process in which the therapist and client discuss a myriad of issues, events, experiences and memories for the purpose of creating positive change so that the client 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 that the client may be experiencing. Psychotherapy is a joint effort between the client and the therapist.

Participating in therapy may result in a number of benefits to you, 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, work, and family settings, increased capacity for intimacy, and increased self-confidence. Such benefits may also require substantial effort on your part, 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. The process may evoke strong feelings of sadness, anger, fear, etc. There may be times in which I'll challenge client's perceptions and assumptions, and offer different perspectives. The issues presented by the client may result in unintended outcomes, including changes in personal relationships. You should be aware that any decision on the status of his/her personal relationships is the responsibility of client.

During the therapeutic process, many clients 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. If you've got concerns about your progress, let's talk about it.

THE EXPECTATIONS...

Something to know about a therapy session is that the therapist isn't a "friend." The therapist is a neutral person. In a friendship, the focus may shift between you and your friend; in therapy, the focus is all about you! While a friend may be biased and provide advice based on the bias, the therapist is to stay neutral, offering a fresh perspective, or simply a listening ear (isn't it great just to be heard?).

THE PROCESS OF THERAPY...

Therapy is centered on the therapist/client relationship. Like a friend, I will listen and offer feedback, but instead of offering advice, I may invite, encourage, and/or gently challenge your thinking and perspectives. I may propose different ways of looking at, thinking about, or handling situations which can cause you to feel upset, depressed, emotional, even angry or sad. While I may offer alternative ideas, it is ultimately you who makes your choices and you has the answers for your life.

IN GETTING TO THE ANSWERS...

The more open, honest and involved you are in the session, the more likely healing will happen, the more likely that you'll attain your goals. It's important to be aware that therapy may include you remembering or talking about unpleasant, even embarrassing events, feelings, or thoughts and these can result in your experiencing discomfort or strong feelings (all of which is expected and welcome). Sometimes you may come into a session not knowing if you have something to talk about, finding that something from somewhere was something that might be discussed for the whole session. Sometimes...

Therapy results in changes that weren't originally intended. Therapy may result in decisions about changing behaviors, employment, substance use, schooling, housing, relationships, or life direction.

WHAT I'D LIKE YOU TO KNOW...

I am a LMFT (licensed marriage and family therapist) in other words, a licensed psychotherapist. A psychotherapist starts seeing clients in his or her graduate program as I did, which means for me, I've been seeing psychotherapy clients since 2001. I was certified to perform hypnotherapy back in 1997. What does this all mean? This means that I have a solid professional background and have experience working with a variety of clients and issues. While I primarily use Humanistic therapy, often I'll use Psychodynamic, Gestalt, Strategic, Structural, Solution Focused and even Narrative Therapy, depending on the person, and/or the situation.

ANY QUESTIONS?

If you have any questions about the progress of therapy or any of the procedures used in therapy, ask! Let's talk about it.

APPOINTMENTS:

- Individual Sessions are 45-50 minutes in length for individual sessions, 60-80 minutes for couples, multiple partner, or group sessions.
- Your appointment time is the beginning of your session.
- If you are late for your session, we will still end at our regular time so that I have time to prepare for my next appointments and I can be on time for them.
- If you do not call about being late, I will wait 15 minutes, after which I will leave. If I am late, I will make up the time.
- Cancellations & changes must be made 24 hours (1 day) in advance (see Cancellation Policy for more details).
- **SAME WEEK RESCHEDULING:** If you call to cancel 24+ hours ahead and reschedule within the week, if I'm available, that will be fine. If you cancel on the next, *rescheduled* appointment within the week, **this constitutes a missed session for which I will charge you.** The reason is that that I cannot keep accommodating others' schedules at the cost of missed possible appointment times on my part. This is my livelihood, and I need to be able to schedule different clients in time slots for missed sessions of others.

CANCELLATION OF APPOINTMENTS POLICY:

All cancellations and changes must be made 24 hours (one day) in advance, or, by *end of day* Saturday for Monday appointments. You will be charged in full for appointments missed without notification, and for appointments not cancelled or changed outside of that 24 hour notice deadline (*End of day* Saturday for Monday appointments).

This unfortunately holds true for sickness, so if you know you're sick, please call and cancel. If you communicate that you're ill on the same day as our appointment, I'll probably tell you to take care of yourself, if needed, see a doctor, and, I'll still charge you for not notifying me a day in advance (*End of day*, Saturday for Monday appointments). Please call/text/email me at: 424 235 0614 OR jim@jimmichael.com to let me know you're cancelling.

CONFIDENTIALITY:

All information disclosed within a session is confidential and may not be revealed to anyone unless and until you give your written permission or your written consent to its release. There are exceptions, these exceptions are:

- A legal proceeding and/or court order.
- There is reasonable suspicion of child, dependent or elder abuse.
- There is reasonable suspicion that the client presents a serious danger of violence to themselves or another reasonably identifiable other.
- The Department of Homeland Security is allowed to ask for files without notifying the client.
- Insurance Providers (where applicable/Release of Information Form must be signed).
- **PLEASE NOTE:** All phone, Skype sessions, and all communication via text or IM (instant messaging) are not considered to be a confidential form of communication.

CONFIDENTIALITY (CONTINUED)

- If you would like me to communicate with ANYONE regarding your treatment in ANY way, I will ask you to fill out and sign a Release Of Information form in which you ALLOW me to share specific information for a specified period of time.
- If you would like to have a guest (often a partner or a relative) attend a session or two, please note that *that guest does not receive ANY of the rights or privileges of confidentiality that you, my client, do.*
- Regarding confidentiality of HIV Information – Special legal protections apply to HIV/AIDS related information. I will obtain a special written authorization from you before releasing information related to HIV/AIDS.
- Please note that I, Jim Michael, have a private life of my own and that I can be seen at local Los Angeles area shops, grocery stores, coffee shops, etc. If I see you outside of the office, I will **not** initiate any communication with you in service of honoring your privacy. If you wish to initiate contact with me, that is fine. I'll respond in kind, but I will not initiate contact outside of our professional relationship in service of your privacy.

SOCIAL MEDIA

I do not and will not accept social media friend requests of any sort from current or past clients. This goes for all and any social media outlets. I don't want to compromise your privacy and social media would or has the high potential of compromising your privacy. It could also blur the boundaries of our therapeutic relationship. I do publish a blog on my website. I have zero expectation that you as a client will want to follow my blog or internet posts. Should I actually start using Twitter, if you follow me, I will not follow you back. If I've noticed that you are following my blog or Twitter stream, we may briefly discuss it and its potential impact on our working relationship.

PSYCHOTHERAPIST-PATIENT PRIVILEGE

- The information disclosed by client, 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 client 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 I receive a subpoena for records, deposition testimony, or testimony in a court of law, I will assert the psychotherapist-patient privilege on your behalf until instructed, in writing, to do otherwise by client or client's representative.
- Client 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. Client should address any concerns he/she might have regarding the psychotherapist-patient privilege with his/her attorney.

PROFESSIONAL CONSULTATION:

- Professional consultation is an important component of a healthy psychotherapy practice.
- As such, I regularly participate in clinical, ethical, and legal consultation with appropriate professionals. During such consultations, I will not reveal any personally identifying information regarding client.

CLIENT LITIGATION:

I will not voluntarily participate in any litigation, or custody dispute in which client and another individual, or entity, are parties. I have a policy of not communicating with client's attorney and will generally not write or sign letters, reports, declarations, or affidavits to be used in client's legal matter. I will generally not provide records or testimony unless compelled to do so. Should I be subpoenaed, or ordered by a court of law, to appear as a witness in an action involving client, you agree to reimburse me, Jim Michael, for any time spent for preparation, travel, or other time in which Jim Michael has made himself available for such an appearance at my, Jim Michael's, usual and customary hourly rate of \$200/hour.

FEES AND FEE ARRANGEMENTS:

- My fees are \$180- \$200/session for individuals, \$200-220/session for couples, multi partner relationships. This is within the customary range for the Los Angeles/West Hollywood/Beverly Hills area.
- You are responsible for payment of the agreed-upon fee at the time of the session (either the beginning or ending) of the session unless other arrangements have been made and agreed upon in advance.
- I review and adjust this fee annually in January. You will be notified of any fee adjustment in advance, around October, November. In addition, this fee may be adjusted by contract with insurance companies, managed care organization, or other third-party payors, or by agreement with me.
- Payment can be in cash, check, MasterCard or Visa. I use the Square application to accept payments by MC/Visa. **IF YOU CHOOSE TO HAVE ME USE SQUARE, I'LL ADD 3% TO THE COST OF USING SQUARE. IF YOUR PAYMENT IS BY CHECK, PLEASE MAKE YOUR CHECK OUT TO JIM MICHAEL.**
- If you pay by check and the check bounces, I will ask that you pay by a method that will fully fund your payment, which may include issuing another check for the amount that you've paid, plus \$50 for the fees that I will have incurred by my bank, and for the time that I've spent in handling the situation. If this isn't taken care of in a timely manner defined by me, I will terminate or consider terminating therapy until all past due amounts are paid in full.
- An annual fee increase will occur every January and I will begin to remind you of this in October and November.
- From time-to-time, I may engage in telephone contact with you for purposes *other than* scheduling sessions. You are responsible for payment of our normal agreed upon fee for any telephone calls longer than ten minutes.
- In addition, from time-to-time, I may engage in telephone contact *with third parties* at your request *and with your advance written authorization*. If you've signed release of information forms and are requesting me to communicate (including faxing information) to respective entities on your behalf (e.g. A private disability insurance company), I will charge for the time communicating with these third parties.

FEES AND FEE ARRANGEMENTS (CONTINUED):

- **ADVANCED PAYMENTS:** If you pay me in advance for four weeks (the maximum that I will allow), I only allow that four week payment to last no further or longer than **six weeks**. Example: You pay for Four (4) weeks in October (1 session/week). You now miss two sessions and that puts our schedule and payments into the second (2nd) week of November. My business thrives on my being able to see and talk with people. Taking a four week schedule and making that *longer* affects my ability to schedule other clients and subsequently my livelihood.

INSURANCE:

I can provide you with a monthly billing statement for reimbursement if you wish to submit it to your insurance company. This monthly statement is your receipt for tax or insurance purposes. Some or all your fees may be covered by your health insurance, if you have outpatient mental health coverage. However, insurance companies *do not* reimburse all conditions that may be the focus of psychotherapy. It is your responsibility to verify the specifics of your coverage. Please remember that my services are provided and charged to you, not your insurance company, so you are responsible for payment. Fees you pay for therapy services that are not reimbursed by insurance may be deductible as medical expenses if you itemize deductions on your tax return. Be aware that submitting a mental health invoice for reimbursement carries a certain amount of risk regarding your confidentiality.

To be clear, I am not a contracted provider with any insurance company, or managed care organization. Should you want to use your insurance, I will provide you with a statement called a Super Bill for you to submit to your insurance company for them to reimburse you for fees that you've already paid. This is called "Out of Network" reimbursement. I do not know if your insurance company will reimburse you for my fees. This would be up to your insurance company, and it is your responsibility to find out if they will reimburse you for Behavioral Healthcare fees.

THERAPIST AVAILABILITY/COMMUNICATION BETWEEN SESSIONS:

- I'm not a good "Emergency" therapist. This means that if you have an emergency in your relationship or in your life, I may not be able to get back to you in a timely manner. I'm unable to provide 24-hour crisis service. In the event that you are feeling unsafe or require immediate medical or psychiatric assistance, you should call 911, or go to the nearest emergency room.
- I will make every effort to return calls within 24 hours or the next business day. This means that if you call me on a Friday, I may not return your call till the next Monday (or Tuesday if that Monday happens to be a holiday). If in the course of our relationship I tell you that it's ok to call me over the weekend, that means I'll make myself available to talk with you. That means that it *really is* okay to call me.
- The primary reason for communication between sessions is for scheduling purposes.
- You will be charged for any communication between sessions exceeding 10 minutes at your next session. An exception to this is if you are imminently going to harm yourself or another. During these, or other circumstances that I alone choose, I may open up communication between our regularly scheduled sessions. Otherwise, I don't have physical/phone contact between sessions.

THERAPIST AVAILABILITY/COMMUNICATION BETWEEN SESSIONS (CONTINUED):

Between Sessions, if you are feeling unsafe or require immediate medical or psychiatric assistance:

Dial 911

or go to the nearest emergency room. The nearest ER to my office is **Cedars Sinai Medical Center**.

NO SECRETS POLICY:

Regarding seeing couples, multi partner relationships, groups and families: I have a No Secrets Policy. If you communicate with me outside the therapy and ask me to hold a secret, I may disclose that in therapy. This is in service to full transparency and of course, no secrets.

Example 1: I'm seeing you and your partner for couples therapy. You call me between sessions and tell me that you've had sex outside the relationship.

Example 2: I'm seeing a group or family, and, I'm seeing one of the group or family for individual sessions as well. What is said in that individual session is generally confidential (see Confidentiality). If, in the individual session, something is communicated to me that may be relevant or even essential to the proper treatment of the couple or family, I may disclose that in the group/family session.

TERMINATION/COMPLETION OF THERAPY:

- Sometimes I'll see one individual of couple in addition to the couple. Generally, what is said in that individual session is confidential. However, I may need to share information that I've learned in an individual session with couple, family or group that I'm seeing, if I'm effectively to be of service to that couple, group or family.
- Client has the right to terminate therapy at his/her discretion. Generally, I'll recommend that the client participate in at least one, or possibly more, termination sessions. These sessions are intended to facilitate a positive termination experience--to have a "good" good-bye--and to give both parties an opportunity to reflect on the work that has been done.
- If, at any time after the completion of therapy you request the records of your therapy, I'm glad to do that for you. I will charge you a fee (for time & preparation) of \$100.
- Either one of us, therapist or client, has the right to cancel/terminate/end therapy at each of our discretion. Reasons for termination include, but aren't limited to, untimely payment of fees, failure to comply with treatment recommendations, conflicts of interest, failure to participate in therapy, client needs are outside of the therapists scope of competence or practice, or client is not making adequate progress in therapy.

JIM MICHAEL, MFT

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OTHER THINGS:

- Regarding drug use: Please don't use any mind-altering substances for 36 hours before coming into therapy. That's a day and a half.
- If your appointment is in the early evening/evening, on the code box outside the building, press 1072 (either write that down or remember it) and when you get to the waiting room, press the very button on the wall for Jim Michael.

THAT'S IT!

By signing below, you acknowledge that you have reviewed and fully understand the terms and conditions of this Agreement. You have discussed such terms and conditions with me, and have had any questions with regard to its terms and conditions answered to your satisfaction. You agree to abide by the terms and conditions of this Agreement and consent to participate in psychotherapy with me. You 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.

Please **clearly print** your name here indicating you've read and understood my entire 8 page Informed Consent Form

Date

Please Sign here

Date

Please initial that you've read and understood this page of the Informed Consent: _____

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