Michael Najera, M.A. LMFT
Licensed Marriage and Family Therapist
1137 2nd Street, Suite 209, Santa Monica, CA 90403
818-384-8284 License#LMFT125376

AGREEMENT FOR SERVICE/INFORMED CONSENT

INTRODUCTION

This agreement is intended to provide _____ (herein "Client") with important information regarding the practices, policies and procedures of Michael Najera, LMFT (herein "Therapist"), and to clarify the terms of professional therapeutic relationship between Therapist and Client. Any questions or concerns regarding the contents of this Agreement should be discussed with Therapist prior to signing it.

Therapist Background and Qualifications

Michael Najera holds a license in Marriage and Family Therapy, he obtained his M.A. in Marriage and Family therapy from Pacific Oaks College in Pasadena, California. He has a broad experience in relationships, grief and loss, divorce, familial problems, parental guidance, mood disorders, recovering addicts in sobriety seeking personal development, depression, anxiety, abandonment, trauma, solution focus (brief therapy), personality disorders, personal growth, self esteem and life changes.

Confidentiality

The information disclosed by Client is generally confidential and will not be released to any third party without written authorization from Client, except where required or permitted by law. Exceptions to confidentiality include, but are not limited to: (1): reporting child, elder, and dependent adult abuse; (2): when a client makes a serious threat of violence towards a reasonably identifiable victim; (3): when a client is dangerous to themselves or to the person or property of another.

Client Litigation

Therapist will not voluntarily participate in any litigation or custody dispute in which Client and another individual or entity are parties. Therapist has 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 matters. Therapist will generally not provide records or testimony unless legally compelled to do so. Should Therapist be subpoenaed, or ordered by a court of law to appear as a witness in an action involving Client, Client agrees to reimburse Therapist for any time spent for preparation, travel, or other time in which Therapist has made herself available for such an appearance at Therapist's usual and customary hourly rate, with a minimum of 5 hours.

Records and Record Keeping

Therapist may take notes during the session and maintain a client file with various other documents such as client questionnaires. These notes and files constitute Therapist's clinical records which by law Therapist is required to maintain. Such records are the sole property of Therapist. Therapist will not alter his normal record keeping process at the request of any client. Should Client request a copy of Therapist's records, such a request must be made in writing. Therapist reserves the right under California law to provide Client with a treatment summary in lieu of actual records. Therapist also

reserves the right to refuse to produce a copy of the records under certain circumstances, but may, if requested, provide a copy of the record to another treating health care provider. Therapist will maintain Client's records for ten years following termination of therapy. After ten years, Client's records will be destroyed in a manner that preserves Client's confidentiality.

Risks and Benefits of Therapy

Psychotherapy is a process in which Therapist and Client discuss many issues, events, experiences and memories for the purpose of creating positive change so Client can experience their life more fully. It provides an opportunity to better, and more deeply, understand oneself and the problems one may be experiencing. Psychotherapy is a joint effort between Client 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 Client, 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. Substantial effort on the part of Client, including an active participation in the therapeutic process, honesty, a willingness to change feelings, thoughts and behaviors. There is, consequently, no guarantee that therapy will yield any or all of the benefits listed above.

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 at other times. Client should address any concerns they have regarding their progress in therapy with Therapist.

Therapist-Client Privilege

The information disclosed by Client, as well as any records created, is subject to the Therapist-Client privilege. The Therapist-Client 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. If Therapist receives a subpoena for records, deposition testimony, or testimony in a court of law, Therapist will assert the Therapist-Client privilege on Client's behalf until instructed, in writing, to do otherwise by Client or Client's representative. Client should be aware that they might be waiving the Therapist-Client privilege if they make their mental or emotional state an issue in a legal proceeding. Client should address any concerns they might have regarding the Therapist-Client Privilege with their attorney.

Fee and Fee Arrangements

The agreed upon fee between Therapist and Client is $_____ per 50 minute session. Sessions longer than 50 minutes will be charged for additional time pro rata. Therapist reserves the right to periodically adjust this fee, and Client will be notified of any fee adjustment in advance. When Therapist and Client speak by phone, Client is responsible to pay, on a pro rata basis, for any call longer than ten minutes. Client is expected to pay for services at the time services are rendered. Therapist accepts cash, checks, credit cards, Venmo and Zelle payments. Credit card payments will be charged an additional $5-$10 transaction fee.

Insurance

Therapist is not a contracted provider with an insurance company, or managed care organization. Should Client choose to use their insurance, they will still be expected to pay for services at the time services are rendered. Therapist will provide Client with a statement which Client can submit to a third party of their choice to seek reimbursement of fees already paid.

Cancellation Policy

Therapist has a 24 hour cancellation policy. Client is responsible for payment of their full session fee when cancellation is less than 24 hours before their session. Cancellation notice should be left on Therapist's voicemail or text at (818)-384-8284.

Therapist Availability

Therapist has a confidential voicemail that allows Client to leave a message at any time. Therapist will make every effort to return calls within 24 hours, or by the end of the next business day, but Therapist cannot guarantee that calls will be returned immediately. Therapist is unable to provide 24 hour crisis services. In the event Client is feeling unsafe or requires immediate medical or psychiatric assistance, they should call 911 or go to their nearest emergency room.

Termination of Therapy

Therapist reserves the right to terminate therapy at her discretion. Reasons for termination include, but are not limited to, untimely payment of fees, failure to comply with treatment recommendations, conflicts of interest, Client's failure to participate in therapy, Client's needs are outside Therapist's scope of competence or practice, or Client is not making adequate progress in therapy. Client has the right to terminate therapy at their discretion. Upon either party's decision to terminate therapy, Therapist will generally recommend that Client 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 attempt to ensure a smooth transition to another therapist by offering referrals to Client.

Acknowledgement

By signing below, Client acknowledges that they have received and fully understand the terms and conditions of this Agreement. Client has discussed such terms and conditions with Therapist, and has had any questions with regard to its terms and conditions answered to Client's satisfaction. Client agrees to abide by the terms and conditions of the Agreement and consents to participate in psychotherapy with Therapist. Client 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.

_____

Client Name (Please Print)

_____ _____

Client Signature Date