

MITCHELL J. COHEN, L.M.F.T.

Marriage and Family Therapist

License #LMFT22123

Agreement For Service / Informed Consent

Patient Name:

Date Of Birth:

Street Address:

Primary Phone #:

City, State, Zip:

Alternate Phone #:

Email:

Emergency Contact & #:

Introduction

This agreement is intended to provide _____ (herein referred to as “Patient”) with important information regarding the practices, policies, and procedures of Mitchell J. Cohen, L.M.F.T. (herein referred to as “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 has been practicing as a licensed marriage and family therapist (LMFT) since 1986, working with children, adolescents, and adults. Therapist has been providing therapy and counseling services for more than 30 years.

- Graduated from Clark University in Worcester, MA with B.A. in 1982.
- Graduated from Pepperdine University in Malibu, CA with M.A. in Community/Clinical Psychology in 1984.
- Worked at Didi Hirsch Community Mental Health Center in Los Angeles from 1984-1988. Worked in the Residential Treatment Division and was a member of a grant writing team that was successful in obtaining funding for a number of residential treatment programs in the Los Angeles area.
- Moved into the private sector in 1988. From 1989-2000 maintained offices in Corona and Temecula.
- Was on the Clinical Staff at Charter Hospital of Corona. Had admitting privileges, treated patients while they were in the hospital, and facilitated groups for the inpatient units and the partial hospitalization program.
- Was an adjunct professor at Cal State University, San Bernardino in their graduate program. Designed and taught a course titled Theory & Practice of Group Counseling.
- Centralized practice to office in Temecula in 2000.
- Designated as a Subject Matter Expert by the Board of Behavioral Sciences, the licensing board for Marriage and Family Therapists.
- Therapist’s theoretical orientation can be described as cognitive behavioral.

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Risks and Benefits of Therapy

Psychotherapy is a process in which Therapist and Patient 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, work, and family settings; increased capacity for intimacy; increased self-confidence. Such benefits may also require substantial effort on the part of the Patient, 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 Therapist will challenge Patient's perceptions and assumptions, while offering 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.

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.

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.

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

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property of Therapist. Therapist will not alter his normal record keeping for any 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 circumstances, but may as requested provide a copy of the record to another treating health care provider. Therapist will maintain Patient's records for 7 years following termination of therapy. However, after 7 years, Patient's records will be destroyed in a manner that preserves Patient's confidentiality.

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; when a patient is dangerous to him/herself. In addition, a federal law known as The Patriot Act of 2001 requires therapists (and others) in certain circumstances, to provide FBI agents with books, records, papers, documents and other items. This Act also prohibits the therapist from disclosing to the patient that the FBI sought or obtained items under the Act.

If Patient participates in marital or family therapy, Therapist will not disclose confidential information about treatment unless all person(s) who participated in the treatment provide their written authorization to release such information. **It is important to know that Therapist utilizes a "no-secrets" policy when conducting family or marital/couples therapy.** This means that if Patient participates in family, and/or marital/couples therapy, Therapist is permitted to use information obtained in an individual session that Patient may have had with Therapist when working with other family members. Patient is encouraged to ask Therapist about his "no secrets" policy and how it may apply.

Minors and Confidentiality

Communications between Therapist and minor Patients (under the age of 18) are confidential. However, parents and guardians who provide authorization for their child's treatment are often involved in their treatment. Consequently, Therapist may discuss the treatment progress of a minor Patient with the parent or caretaker. Patients who are minors and their parents are urged to discuss any questions or concerns with Therapist.

Patient Litigation

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 agrees to reimburse Therapist for any time spent for

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preparation, travel, or other time in which Therapist has made himself available for such an appearance at Therapist's usual and customary hourly rate of \$140.00 per hour.

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 received 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 Patient or Patient's representative. Patient 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 should address any concerns he/she might have regarding the psychotherapist-patient privilege with his/her attorney.

Fee and Fee Arrangements

Usual and customary fees are as follows:

Initial Assessments (60 minutes): \$140.00

Family Sessions/Consults or Couples Sessions (60 minutes): \$140.00

Individual Sessions (50 minutes): \$120.00

Sessions longer than 50 minutes are charged for the additional time pro rata. 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, managed care organizations, or other third-party payors, or by agreement with Therapist.

The agreed upon fee between Therapist and Patient is noted above under usual and customary fees. Therapist reserves the right to periodically adjust fee. Patient will be notified of any fee adjustment in advance.

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 10 minutes. In addition, from time-to-time, Therapist may engage in telephone contact with third parties at Patient's request and with Patient's advance written authorization. Patient is responsible for payment of the agreed fee (on a pro rata basis) for any telephone calls longer than 10 minutes.

Patients are expected to pay for service at the time services are rendered. Therapist accepts cash, checks, and major credit cards Visa or MasterCard.

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Insurance

If Patient intends to utilize health insurance to pay for services, Patient agrees to inform Therapist in advance. If Therapist is a contracted provider for Patient's insurance company, Therapist will discuss the procedures for billing health insurance. The amount of reimbursement and the amount of any co-payments or deductible depends on the requirements of your specific insurance plan. Patient should be aware that insurance plans generally limit coverage to certain diagnosable mental conditions. Patient should also be aware that you are responsible for verifying and understanding the limits of your insurance coverage. Although Therapist is happy to assist Patient's efforts to seek insurance reimbursement, Therapist is unable to guarantee whether Patient's insurance will provide payment for services provided. Patient should discuss any questions or concerns with Therapist.

Cancellation Policy

Insurance companies DO NOT pay for missed or cancelled appointments. Patient is responsible for payment of \$60.00 for any missed session(s). Patient is also responsible for payment of \$60.00 for any session(s) for which Patient failed to give Therapist at least 24 hours notice of cancellation. Cancellation notice should be left on Therapist's voicemail at (951) 296-9919 or by emailing Therapist at PD2LISN@gmail.com.

Therapist Availability

Therapist's office is equipped with 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 hours (or the next business day), but cannot guarantee that 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, he/she should call 911 or go to the nearest emergency room.**

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; 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.

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Acknowledgement

By signing below, Patient acknowledges that he/she has reviewed and full understands the terms and conditions of this Agreement. Patient 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 agrees to abide by the terms and conditions of this Agreement and consents to participate in psychotherapy with Therapist. Moreover, patient 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 treatment. Patient also acknowledges receiving a copy of the "Notice of Privacy Practices" and "Patient's Rights and Responsibilities."

Patient Name

Patient Signature (or authorized representative)

Date

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

Name of Responsible Party

Signature of Responsible Party

Date

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