

# Miyoung Son, MA, LMFT 97293

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## **AGREEMENT FOR SERVICE/INFORMED CONSENT**

### **Introduction**

This agreement is intended to provide \_\_\_\_\_  
(herein "Patient(s)") with important information regarding the practices, policies, and procedures of Miyoung Son, MA, Licensed Marriage and Family Therapist, LMFT 97293 (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 the Therapist prior to signing it.

### **Risks and Benefits of Therapy**

Psychotherapy is a process in which Therapist and Patient, sometimes other family members, discuss a variety 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 on the particular problems or issues being addressed, as well as many other factors.

Participating in therapy may result in a number of benefits to the 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 may be easy and swift at times, but may also be slow and frustrating. Patient should address any concerns he/she has regarding progress 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 or Patient's family or caregiver.

### **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. 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 seven years following termination of therapy. However, after seven 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 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 or the person or property of another, or when a patient is court-mandated or otherwise obligated to receive therapy. Therapist also holds a strict "No Secrets" policy when working with couples or families. This means that the content of any communications with Therapist by any Patients between sessions will be shared with all other Patients during the next session either by the reporting Patient or by the Therapist.

### **Patient Litigation**

Therapist will not voluntarily participate in any litigation or custody dispute in which Patient and another individual or entity, are parties. Therapist has a policy of not communicating with patient's attorney and will generally not write or sign letters, reports, declarations, or affidavits to be used Patient'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 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 Therapist's usual and customary hourly rate of \$120. Should Therapist be required for appearance, a minimum of 4 hours will be set aside for the appearance whether or not Therapist is called to testify in addition to preparation and travel time.

**Psychotherapist-Patient Privilege**

The information disclosed by Patient, as well as an records created, is subject to the psychotherapist-patient privilege. The psychotherapist-patient privilege results from the special relationship formed between the 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 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 hold 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. Patient is encouraged to discuss any concerns regarding the psychotherapist-patient privilege with his/her attorney. In instances that Patients are court-mandated to receive therapy, the Court holds the privilege, not the Patient.

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.

**Fee and Fee Arrangements**

The usual and customary fee for service is \$120 per 50-minute sessions. Sessions longer than 50-minutes are charged for the additional time pro rata. Therapist reserves the right to periodically adjust this fee.

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. Patient is responsible for payment of the agreed-upon fee (on a pro rata basis) for any telephone calls longer than ten minutes.

Patient is expected to pay for services at the time services are rendered unless otherwise arranged with Therapist. I accept cash, credit card or checks.

**Cancellation Policy**

Patient is responsible for payment of the agreed upon fee for any missed sessions. Patient is also responsible for payment of the agreed upon fee for any sessions for which Patient failed to give Therapist at least 24 hours notice of cancellation.

**Therapist Availability**

Therapist’s voice mail is confidential and Patient may leave a message at any time. Therapist will make every effort to return calls within 24 hours (or by 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, Patient should call 911 or go to the nearest emergency room. Although Therapist accepts text messages from clients, this is only to schedule appointments or phone calls and is not a replacement for phone calls for any other reason.

**Telephone/Skype – Social Media**

As you are aware, electronic communications cannot be guaranteed to be 100% secure. Please keep this in mind if we have a phone or Skype session. For this reason I like to limit emailing to generic and logistical information only and do not provide email therapy.

**Termination of Therapy**

Therapist reserves the right to terminate therapy at his/her 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 the Therapist’s scope of practice or competence, 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 one or 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 when appropriate.

**Acknowledgement**

By signing below, Patient acknowledges that he/she has reviewed and fully 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 consent to participate in psychotherapy with Therapist. Moreover, Patient agrees to hold Therapist free and harmless from any claims, demands, or suits for damages from injury or complications whatsoever, save negligence, that may result from such treatment.

_____	_____	_____
Patient Name	Signature of Patient	Date

_____	_____	_____
Patient Name (if applicable)	Signature of Patient	Date