AGREEMENT FOR SERVICE / INFORMED CONSENT

Dorothy Miyaoka M.A. LMFT

1151 Dove St., Ste. 105, Newport Beach, Ca. 92660

This Agreement is intended to provide you with important information regarding my professional services and the practices, polices and procedures of my office. If you have any questions or concerns, please ask me at your first session, or as soon as they arise during the course of treatment. Please note that when you sign his form, it represents an agreement between us.

Risks and Benefits of Therapy

Psychotherapy is a process in which we will discuss a myriad of issues, events, experiences and memories for the purpose of creating positive change so you can experience your life more fully. It provides an opportunity to better, and more deeply understand yourself, as well as, any problems or difficulties you may be experiencing. Participating in therapy may result in a number of benefits to you, including, 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 work on changing thoughts and behaviors that lead to negative feelings. You will need to work on things we talk about not just during our sessions, but at home. Although psychotherapy has been shown to be helpful for many issues, there are no guarantees about treatment outcomes or what you will experience.

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 the therapist will challenge your perceptions and assumptions, and offer different perspectives. The issues that you present in therapy may result in unintended outcomes, including changes in personal relationships. You should be aware that any decision on the status of your personal relationships is your responsibility.

During the therapeutic process, you may find that you may feel worse before you feel better which 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. I encourage you to discuss any uncomfortable thoughts and feelings with me as they arise during the course of treatment. If you have any questions about my treatment methods or my business procedures, please discuss them with me in a timely manner.

Records and Record Keeping

I may take notes during session, and will also produce other notes and records regarding your treatment. These notes constitute the therapist's clinical and business records, which by law, the therapist is required to maintain. Such records are the sole property of the therapist. The therapist will not alter their normal record keeping process at the request of any patient. Should you request a copy of the therapist's records, you must make this request in writing. I reserve the right, under California law, to provide you with a

treatment summary in lieu of actual records. I also reserve 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. I will maintain your records for a minimum of ten years following the termination of therapy. However, after ten years, your records will be destroyed in a manner that preserves your confidentiality. A minor's records will be maintained for a minimum of 10 years or until the minor turns 18, whichever is longer.

Confidentiality

In general, all communication between a therapist and a client is confidential and protected by law and may not be revealed without your written permission. Confidentially also protects children and adolescent clients, but there are a few exceptions in which I am legally obligated or permitted to break confidentiality. Please review these exceptions carefully and ask me any questions at your first session or as soon as they arise during the course of treatment.

1. Disclosure is required when there is reasonable suspicion of child abuse/neglect, and dependent adult and elder abuse.

2. If a client poses a serious, imminent threat to a reasonably identifiable person, I am required to take protective measures. This would include notifying the potential victim and the police.

3. If a client threatens to harm him/herself, I have the permissive right to seek hospitalization or contact family members or others who can provide protection.

4. The Patriot Act designates that FBI agents have the right to obtain information from therapists that pertain to National Security.

5. In most – but not all legal proceedings, you have the legal right to prevent me from giving information about your therapy. In certain legal situations such as in a child custody case or when your emotional condition is an issue (for example, in a Worker's Compensation or personal injury case), the judge may order me to testify.

When therapeutically indicated, I will make every reasonable effort to discuss my course of action with you prior to breaking confidentiality.

I use cellular phones, and e-mails to communicate with my clients. These electronic communication methods can be accessed by unauthorized people, which limit the privacy and confidentiality of such communication.

On occasion, it may be beneficial to your situation for me to consult other professionals about your case. During such a consultation, I make every effort to protect your identity. The consultant is also legally obligated to keep the information confidential.

Patient Litigation
I will not voluntarily participate in any litigation, or custody dispute in which you and another individual, or entity, are parties. I have a policy of not communicating with the client's attorney and will generally not write or sign letters, reports, declarations, or affidavits to be used in your legal matter. I will generally not provide records or testimony unless compelled to do so. Should I be subpoenaed by your attorney or by another party, or ordered by a court of law, to appear as a witness in an action involving you, you agree to reimburse me for any time spent for preparation, travel, or other time in which I have made myself available for at my usual and customary hourly rate of $150.00

Psychotherapist-Client Privilege
Information disclosed during the counseling process, as well as any records created, is subject to the psychotherapist-client privilege. The psychotherapist-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. 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-client privilege on your behalf until instructed, in writing, to do otherwise by you or by a person with the authority to waive the privilege on your behalf. If the client is your child, the holder of the psychotherapist-client privilege is your child, a court-appointed guardian, or your child's counsel. Parents do not typically have the authority to waive the psychotherapist-client privilege for their minor child, unless given such authority by a court of law. You should address any concerns you might have regarding the psychotherapist-client privilege with your attorney.

Fee and Fee Arrangements
Counseling sessions are 50 minutes for individual, couples or family sessions. The fee for each session is $150.00 per 50-minute session. I also offer a sliding scale for clients when necessary. I reserve the right to periodically adjust this fee for cost of living increases. You will be notified of any fee adjustment in advance. You are expected to pay for services at the time services are rendered. I accept cash and checks and credit cards. If your check "bounces" and is returned by the bank for insufficient funds, you are responsible for making payment in full and for any bank fees.

Insurance
I am a contracted, "in network" provider, with Cigna Insurance Company. I will start billing Cigna from the day you notify me you want to use your insurance. If you choose to use Cigna Insurance, by signing this form you are giving me your consent to share information with Cigna Insurance Company and submit bills to Cigna for reimbursement. Depending on your plan, you may have to pay a co-pay or co-insurance at the time of your visit. If you obtain Cigna insurance while seeing me, and want to use insurance for therapy, you need to let me know right away. I will not back bill to insurance for previous sessions. If you have other insurance that you want to use, you can request a superbill, which you can submit to the third-party of your choice to seek reimbursement of fees already paid.

Telephone & Other Professional Consultations

From time-to-time, I may engage in telephone contact with you for purposes other than scheduling sessions. Phone calls that are more than 15 minutes will be charged at quarter-hour segments (based on your established fee). For professional consultations with people with whom you have asked or allowed me to speak (physicians, attorneys, schoolteachers, therapists, etc.), I charge in quarter hour segments for calls of more than 15 minutes. I also charge for time writing letters/reports about your case, reading extensive reports, and for photocopying files. I will notify you about these charges before beginning these activities.

Appointments

It is important during the therapeutic process to keep your regular appointments in order to increase the likelihood of therapeutic gains. While you are in treatment, your time is reserved solely for you. As is customary with most professionals, if you cancel your appointment, a 24-hour notice is required. If an appointment is missed or canceled with less than a 24-hour notice, you will be billed a $100.00 for the session. Cancellation notice should be left on my voice mail at (949) 753-3330.

Therapist Availability

I have a telephone voice mail that is available at all times for routine messages. I collect my messages frequently and will make every attempt to return messages within 24 hours. I am unable to provide 24-hour crisis service. In the event that you are feeling unsafe or you require immediate medical or psychiatric assistance, you should call 911, or go to the nearest emergency room for immediate assistance.

Other helpful sources may include:
Suicide Prevention Hotline 1-800-273-8255

Vacation Coverage

If I am out of town or otherwise unavailable, I will arrange for a qualified professional to cover for me. Simply check my voicemail for additional information about who to contact. I will also let my clients know in advance when I will be out of the office (unless an emergency situation arises, such as a sudden illness or family emergency – in which case, a qualified professional will notify you and discuss treatment options.)

Termination of Therapy

You have the right to terminate treatment at any time. However, if you are dissatisfied with my services or have questions about my treatment methods, I invite you to discuss them with me as soon as possible.
Therapists also have the right to terminate therapy at their 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, clients needs are outside of therapist's scope of competence or practice, or the client is not making adequate progress in therapy. Upon either party's decision to terminate therapy, I will generally recommend that you 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. I will be happy to give you the names and telephone numbers of other therapists in order to ensure a smooth transition of your care.

Consent for Treatment

My signature on this page indicates that I am consenting to enter into treatment with Dorothy Miyaoka, LMFT. I acknowledge that I have reviewed and fully understand the terms and conditions of this Agreement. I have discussed such terms and conditions with Dorothy Miyaoka, LMFT and have had any questions with regard to its terms and conditions answered to my satisfaction. I agree to abide by the terms and conditions of this Agreement and consent to participate in psychotherapy and agree to authorize this practitioner to conduct diagnostic procedures, psychological assessments, and treatment procedures throughout my course of treatment. I also understand that the outcome of my treatment cannot be guaranteed, even though psychotherapy is designed to be helpful. Moreover, I agree to hold Dorothy Miyaoka, LMFT 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.

____

Patient Name (please print)

____

Signature of Patient (or authorized representative)

____

Date

I understand that I am financially responsible to Dorothy Miyaoka, LMFT for all charges

____

Name of Responsible Party (Please print)

____

Signature of Responsible Party

____

Date