

KEN NOGUCHI, LMFT
MARRIAGE & FAMILY THERAPIST
License #92408

AGREEMENT FOR SERVICE/INFORMED CONSENT

Introduction

This Agreement is intended to provide _____ (herein “Patient”) with important information regarding the practices, policies, and procedures of Kentaro Noguchi, LMFT (herein “Therapist”), and to clarify the terms of the professional therapeutic relationship between Therapist and Patient. Please note and understand that Therapist is the president and sole employee of Ken Noguchi Marriage & Family Therapy Inc. Any questions or concerns regarding the contents of this Agreement should be discussed with Therapist prior to signing it.

Therapist Background and Qualifications

Therapist attended National University and earned a master’s degree in counseling psychology in 2008. Therapist has been practicing as a licensed marriage and family therapist (LMFT) in the state of California for seven years, working primarily with adolescents and adults with mental health issues and various life stressors. Therapist’s theoretical orientation can be described as person-centered and dialectical behavior therapy.

Risks and Benefits of Therapy

Psychotherapy is a process in which Therapist and Patient discuss innumerable issues, events, experiences, and memories to create positive change so Patient can experience their life more fully. It provides an opportunity to better and more deeply understand oneself and 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 and other factors.

Participating in therapy may result in numerous benefits to Patient, including but not limited to reduced stress and anxiety; decreased 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 the part of Patient, including active participation in the therapeutic process, honesty, and 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 discomfort, including remembering and discussing unpleasant events, feelings, and experiences. The process may evoke strong feelings of sadness, anger, fear, and more. At times, Therapist may challenge Patient’s perceptions and assumptions and offer 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 their personal relationships is the responsibility of Patient.

During the therapeutic process, many patients find that they feel worse before they feel better. This is a normal course of events. Personal growth and change may be easy and swift at times but can also be slow and frustrating. Patient should address any concerns regarding their 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 consultations with appropriate professionals. During such consultations, Therapist will not reveal any personally identifiable information regarding Patient.

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Records and Record Keeping

Therapist may take notes during sessions and will produce other notes and records regarding Patient's treatment. These notes constitute Therapist's clinical and business records, which Therapist is required to maintain by law. Such records are the sole property of Therapist. Therapist will not alter their normal recordkeeping 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 provide a copy of the record to another treating health-care provider as requested. Therapist will maintain Patient's records for ten years following the termination of therapy. However, after ten years, Patient's records will be destroyed in a manner that preserves Patient's confidentiality.

Confidentiality

The information disclosed by Patient is 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; a serious threat of violence toward a reasonably identifiable victim; or Patient being a danger to themselves or the person or property of another.

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 generally not communicating with Patient's attorney; not writing or signing letters, reports, declarations, or affidavits to be used in Patient's legal matters; and not providing records or testimony unless compelled to do so. Should Therapist be ordered by a court of law to appear as a witness in an action involving Patient or decide to participate in Patient's cases at Patient's request and with Patient's advance written authorization, Patient agrees to reimburse Therapist for any preparation, travel, or other time in which Therapist has been available for such an appearance at Therapist's customary hourly rate of \$100.

Psychotherapist-Patient Privilege

The information disclosed by Patient and any records created are 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, Patient is the holder of the psychotherapist-patient 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 Patient or Patient's representative. Patient should be aware that they might be waiving the psychotherapist-patient privilege if they make their mental or emotional state an issue in a legal proceeding. Patient should address their concerns regarding the psychotherapist-patient privilege with their attorney.

Insurance

Patient is responsible for all fees not reimbursed by their insurance company, managed care organization, or any other third-party payer. Patient is responsible for verifying and understanding the limits of their coverage, co-payments, and deductibles. In addition, the limits of insurance coverage, co-payments, and deductibles may be adjusted by contract with insurance companies, managed care organizations, or other third-party payers.

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Fee and Fee Arrangements

Patient may choose to pay the fee for service out of pocket if Therapist is not contracted with or covered by Patient's insurance or Patient voluntarily decides not to use their insurance. The usual and customary fee for service is \$100 per 50-minute session. Therapist reserves the right to adjust this fee periodically. Patient will be notified of any fee adjustment one month in advance.

In addition, from time to time, Therapist may engage in telephone contact with or provide letters to third parties at Patient's request and with Patient's advance written authorization. Patient agrees to pay for any time spent on such activities. Therapist's usual and customary hourly rate is \$100. Patient is expected to pay for services at the time services are rendered. Therapist accepts cash, checks, and major credit cards.

Cancellation Policy

Patient is expected to provide Therapist with at least 24 hours' notice of cancellation. Patient is responsible for payment of \$100 for late cancellation or no-show with the exception of but not limited to an illness, accident, or medical or family emergency. Insurance companies generally do not pay for missed appointments. A cancellation notice should be left on Therapist's voice mail: 619-909-7639.

Therapist Availability

Therapist limits contact with Patient outside of scheduled sessions to administrative matters. Administrative matters include but are not limited to scheduling, payments, and insurance. Patient is encouraged to increase the frequency of sessions if they feel the need to contact Therapist for therapeutic matters outside of their scheduled sessions. Therapist does not provide 24-hour crisis service. If Patient feels unsafe or requires immediate medical or psychiatric assistance, they should call 911, call the Access & Crisis Line 888-724-7240, or go to the nearest emergency room. Therapist's office is equipped with a confidential voice mail system that allows Patient to leave a message at any time: 619-909-7639. 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 may be away from the practice for over a week due to vacation or other reasons. In such a case, Therapist will provide a backup therapist, who will be available to respond to Patient's needs in Therapist's absence.

Therapist's Incapacity or Death

In the event Therapist becomes incapacitated or dies, it will become necessary for another therapist to take possession of patient records. By signing this Agreement, Patient consents to another licensed mental health professional taking possession of their files and records and providing Patient with copies upon request.

Termination of Therapy

Therapist reserves the right to terminate therapy at their discretion. Reasons for termination include but are not limited to the untimely payment of fees, failure to comply with treatment recommendations, conflicts of interest, failure to participate in therapy, Patient needs outside of Therapist's scope of competence or practice, or Patient not making adequate progress in therapy. Patient has the right to terminate therapy at their discretion. Upon either party's decision to terminate therapy, Therapist will generally recommend that Patient participates in at least one termination session. These sessions are intended to facilitate a positive termination experience and allow both parties 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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Acknowledgment

By signing below, Patient acknowledges that they have reviewed and fully understand the terms and conditions of this Agreement. Patient has discussed such terms and conditions with Therapist and has had any questions concerning 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 such treatment.

Patient Name (please print)

Signature of Patient (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 other third-party payer.

Name of Responsible Party (please print)

Signature of Responsible Party

Date