

LYNN IANNI, PHD, MFT

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AGREEMENT FOR SERVICE/INFORMED CONSENT

Introduction

This Agreement is intended to provide (name of patient) _____ (herein "Patient") with important information regarding the practices, policies and procedures of Lynn Ianni, PhD, MFT (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 Therapist prior to signing it.

Therapist Background and Qualifications

Therapist has been practicing as a licensed marriage and family therapist (LMFT) in California for 37 years. Therapist is licensed to practice psychotherapy solely in the State of California. Therapist is also certified in EMDR (Eye Movement Desensitization and Reprocessing) and Hypnosis. Please see Therapist's website, referenced above, for additional details about specialty areas, theoretical orientation, experience, and credentials.

Risks and Benefits of Therapy

Psychotherapy is a process during 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 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 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 and increased self-confidence. Such benefits may also require substantial effort on the part of 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 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 his/her personal relationships is the responsibility of Patient.

During the therapeutic process, some 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 is encouraged to 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 may participate 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. These notes are part of 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 provide 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 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, or when a patient is dangerous to him/herself 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 unless patient requests such participation. Therapist will only communicate with Patient's attorney or write or sign letters, reports, declarations, or affidavits to be used in Patient's legal matter at patient's request. 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 herself available for such an appearance at Therapist's usual and customary hourly rate of \$300.

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 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 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.

Fees and Fee Arrangements

The usual and customary fee for service is \$250 for individuals and couples per 50-minute session. Half sessions (25 minutes) are \$125 and quarter sessions (up to 15 minutes) are \$75. Sessions longer than 50 minutes are charged for additional time pro rata. Weekend or after-hours rates are \$300 per session hour. Psychotherapy involving legal consultation will require a retainer amount of \$1500 to be paid in advance which will be subject to charges of \$375 per hour for psychotherapy, reports or communication with professionals or legal representatives on patient's behalf. Therapist reserves the right to periodically adjust this fee. Patient will be notified of any fee adjustment in advance. Patients are expected to pay for services at the time services are rendered. Therapist accepts checks, cash, Zelle, or PayPal as forms of payment.

Therapist may engage in telephone or email contact with patient at patient's request 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, texts, or emails involving consultation or counseling. 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 upon fee (on a pro rata basis) for any contact longer than five minutes.

Insurance

Patient is responsible for any and all fees not reimbursed by his/her insurance company or any other third-party payor. Patient is responsible for verifying and understanding the limits of his/her coverage, as well as his/her copayments and deductibles. Therapist is not a contracted provider with any insurance company or managed care organization. Should Patient choose to use his/her insurance, Therapist will provide Patient with a statement which patient can submit to the third-party of his/her choice to seek reimbursement of fees already paid.

Cancellation Policy

Patient is responsible for payment of the agreed upon fee for any missed session(s) for which Patient failed to give Therapist at least 24 hours notice of cancellation. Cancellation notice should be left on Therapist's voice mail at (310) 617-0719.

Therapist Availability

Therapist's office is equipped with a confidential voice mail system that allows Patient to leave a message at any time. Therapist is also able to be reached via email or text, but requests that Patient refrain from texting outside of normal business hours. Therapist will make every effort to return messages within 24 hours (or by the next business day) but cannot guarantee they 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/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's needs are outside the scope of Therapist's competence or practice, 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 at least one termination session. 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.

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 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.

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

Patient Name (please print)

Signature of Patient (or authorized representative) **Date**
