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DennisHongMFT.com

Agreement for Online Psychotherapy

This document contains information about my (Dennis Hong's) online psychotherapy services and business policies. Please read it carefully and jot down any questions you may have. Your signature represents an agreement between you (the client) and me (the clinician).

Psychotherapy Services

Psychotherapy can have benefits and risks, though there are no guarantees of what you will experience. Here are some of the ways therapy can help you:

- Gain insight into your own thoughts, feelings, and behaviors.
- Improve your relationships.
- Uncover solutions to specific problems you bring forward during therapy.
- Decrease symptoms of distress.

For therapy to be beneficial, you must be willing to attend consistently, put in mental work during and after sessions, and be open with me. Since therapy often involves discussing unpleasant aspects of your life, you may experience feelings of sadness, anger, helplessness, and so on. When these feelings come up, it is important for us to talk about them. They may be expected reactions to our therapeutic work and tolerable. But if the feelings become too uncomfortable or do not improve over time, we may decide to adjust your pace of therapy.

Treatment Plan

Our first few sessions will involve an evaluation of your needs. Evaluation is ongoing and allows us to assess your goals for therapy. You and I will work together to understand where your problems come from and what factors are contributing to them. The insight we gain from ongoing evaluations will guide us in resolving your problems.

Please ask if you have questions about any of the procedures we use during therapy, possible risks, my expertise in employing them, or the treatment plan in general. You also have the right to inquire about other treatments for your condition.

My professional code of ethics mandates that I provide treatment that is 1) within my scope of expertise and 2) appropriate to you. Should either of us determine at any time that I am not a good fit for you, I will offer recommendations for other providers or treatments that may be more suitable for you.

Therapy may also entail referrals to services outside my scope of practice (psychiatrist, physician, etc.). In some cases, concurrent treatments with other providers are vital to your

wellness, and I cannot ethically continue providing therapy without them. Ignoring referral recommendations may result in impaired treatment progress, suicidal thoughts or actions, deteriorating medical condition, termination of treatment with me, or even death.

My Qualifications

I earned my Masters in Counseling (Marriage and Family Therapy) from San Diego State University, and my associate license is registered with the California Board of Behavioral Sciences. In a former career, I also earned a PhD in Biology from the University of California, San Diego, though I'm admittedly mentioning this more for academic credibility than to showcase relevant clinical experience. Please visit DennisHongMFT.com/background for details about my services and professional background.

Limitations of Online Psychotherapy

I offer online therapy via video or audio calls. Online therapy may have limitations compared to in-person sessions. If you believe these limitations may impact your therapeutic progress, you may wish to select an in-person provider instead. In some clinical situations, such as suicidal or homicidal thoughts, in-person treatment may be the most appropriate treatment option.

For safety reasons, I will always ask for your physical address before an online session. If we should determine that you pose a risk to yourself during a session, I may need to call your local police department's Psychiatric Emergency Response Team to assess your safety in person.

In my clinical practice, I follow the laws and professional regulations of the state of California, and our sessions will be considered to take place in California.

Confidentiality

Confidentiality is the cornerstone of psychotherapy. Any communication between you and me will only be disclosed to other parties with your written authorization.

My professional code of ethics mandates certain exceptions to confidentiality:

- You present an imminent danger to yourself or others.
- Suspicion of child abuse, neglect, or abandonment.
- Suspicion of elder/vulnerable adult abuse, neglect, or exploitation.
- Naming me in a lawsuit, claiming damages in a lawsuit with another entity.
- A court order signed by a judge (a subpoena alone will not result in disclosure).

Considering the above exclusions, I will release information to any agency/person you request unless I conclude that releasing such information might be harmful in any way.

If you participate in couples therapy, I may sometimes meet with one or both of you individually. On these occasions, I utilize a "no-secrets" policy, meaning that any information

you disclose during an individual session may be shared with your partner in another session. Please feel free to ask me about my “no secrets” policy and how it may apply to you.

I consult regularly with other professionals regarding my clients. However, I will never disclose your name or reveal any identifying information. Your confidentiality is fully maintained.

In the event of an unexpected emergency situation that results in me becoming unavailable, your name and contact information may be provided to an associated professional. This will allow us to notify you of appointment cancellations and offer options for continued care.

Electronic Communication and Confidentiality

Electronic communication (email, text, video, etc.) is limited in security and privacy. Given these limitations, your participation in online therapy constitutes your understanding that confidentiality may not be guaranteed in the same way as in-person therapy.

Although I will make every effort to maintain security and privacy on my end, only you are responsible for doing the same on your end. Here are some measures you can take to protect your confidentiality on your end:

- Communicate using only devices that you know to be safe and secure.
- If you choose to use email, text messaging, or voicemail, please limit the contents to administrative issues such as cancellations or changes in contact information.
- If you call, please be aware that cellular/mobile phones are not confidential in the way that landline phones are.
- Know who has access to your electronic device. This may include family members, coworkers, supervisors, and friends.
- Be sure to log off all communication platforms (email, Zoom, etc.) before leaving your device unattended.

In addition to the above measures, I take these steps to protect your confidentiality on my end:

- I conduct sessions in a private office with headphones, so nobody else can see or hear you.
- I use an end-to-end encrypted version of Zoom, and you will be prompted to enter a passcode to be admitted into our virtual therapy room.
- I store client information on an encrypted and password-protected hard drive that only I have access to.
- I use unique passwords for all my communication platforms (email, Zoom, etc.) and enable two-factor authentication when it is available.
- Information transferred via my website is encrypted using Secure Sockets Layer (SSL).

Records and Recordkeeping

I may take notes during and after sessions. I am required by law to maintain these notes as part of my clinical and business records. Such records are my sole property, and I will not alter my

normal recordkeeping process at the request of a client. If you wish to request a copy of my records, please do so in writing. Under California law, I may provide you with a treatment summary in lieu of actual records. I may also refuse to produce a record under certain circumstances. I will maintain your records for 10 years following termination of therapy, after which they will be destroyed in a manner that preserves your confidentiality.

Dual Relationships

While some dual relationships may be unavoidable, the following relationships are never part of the therapy process:

- Any sexual involvement between a therapist and a client.
- Any actions or situations that may impair a clinician's objectivity, clinical judgment, or therapeutic effectiveness.
- Any relationship that could be exploitive in nature.

I will never acknowledge working therapeutically with you without your written permission. Even with permission, I may still choose to preserve the integrity of the therapy relationship. I also will not build a relationship with you outside of sessions, which means that outside of sessions, communication will be limited to scheduling purposes.

If we should see each other by chance outside of sessions, I cannot break confidentiality and thus will not indicate that I know you. Confidentiality only applies to me, so you may choose to acknowledge me first. If you do, I will not reveal any information regarding our professional relationship, and may or may not acknowledge any information you yourself reveal.

Rates

These are my standard rates for psychotherapy:

- 60-minute individual therapy session: \$120
- 60-minute couples therapy session: \$130
- 90-minute individual therapy session: \$150
- 90-minute couples therapy session: \$160
- I also offer a limited number of sliding-scale slots, discounted based on income and need.

Please note that a 60-minute session comprises 50 minutes of therapy plus 10 minutes of session notes I complete afterwards. Similarly, a 90-minute session comprises 80 minutes of therapy plus 10 minutes of session notes.

If you need to cancel an appointment, please provide as much notice as possible. Payment in full is expected for any cancellations made after 9 pm the night before an appointment, unless we both agree that you were unable to attend due to circumstances beyond your control.

Other Professional Fees

If you require other services, my rate is \$120/hour, broken down into 15-minute increments. Other services include report writing, telephone conversations lasting longer than 15 minutes, attendance at meetings with other professionals you have authorized, preparation of records, and time spent performing any other non-legal service you may request.

Litigation Limitation

Due to the confidential nature of the therapeutic process, you agree that should there be legal proceedings (divorce and custody disputes, lawsuits, etc.), neither you nor anyone acting on your behalf will request that I testify in any legal proceeding or disclose any therapy records.

Billing and Payments

Fees are collected by my clinical supervisor, Pam Shaffer, via a credit card authorization form. Your credit card will be charged shortly after each session. Prepayments for multiple sessions are also accepted. In circumstances of unusual financial hardship, I may be willing to negotiate a fee adjustment or a payment installment plan.

I do not accept insurance, but can provide superbills periodically. If your insurance company accepts out-of-network providers, you can apply for reimbursements using the superbills.

If full payment for services provided is not made within 60 days, I may use legal means to secure the payment, such as through a collection agency or small claims court. If such action is necessary, legal costs will be included in the claim.

Contacting Me

Email is the most reliable way to contact me. If you need to call, please do so during normal business hours. If I am not available, please leave a voicemail, and I will return your call. If you are an existing client, contact me at clients@DennisHongMFT.com or 619-356-1968.

Please use email, text, or voicemail for scheduling and basic procedural purposes only. Avoid using them for clinical concerns. Email is also acceptable to transfer documents.

I do not provide 24-hour crisis services. If a life-threatening crisis should occur, please contact a crisis hotline, call 911, or go to a hospital emergency room.

Discharge from Care

You and I both have the right to end counseling at any time. Psychotherapy is best concluded with a formal termination process and scheduled final appointment. This allows us to review the therapeutic gains achieved, discuss how to maintain those gains, identify services or activities still needed, and process any emotions regarding the ending of our therapeutic relationship.

If you stop scheduling appointments unexpectedly, I will make up to two attempts to contact you. If you do not reply, I will conclude that you no longer wish to be my client and discharge you from care.

Mediation and Arbitration

In the event that a dispute arises between us, we both agree to negotiate in good faith to settle said dispute. To resolve the dispute, we both agree to engage in binding arbitration, to take place in the City of San Diego, California, using the rules set forth by the American Arbitration Association, with each of us paying half the costs and expenses up front, and the prevailing party being awarded the full set of costs and expenses, along with any damages awarded, within 10 business days of the ruling.

Agreement

Your signature below indicates the following:

- You have read and understand this six-page agreement.
- You agree to abide by its terms.
- You voluntarily consent to treatment.
- You understand that I (Dennis Hong AMFT) am an independent practitioner. Therefore, any associated providers are not responsible for or involved in your (the client’s) care or treatment, unless you contracted with that provider directly.

Signature

Date

Signature

Date

Please initial if you are willing to discuss scheduling via:

Email: _____ Your Email Address: _____

Text: _____ Your Cell Phone Number for Texting: _____

Phone: _____ You Phone Number (if different from above): _____

Voicemail: _____ You Phone Number (if different from above): _____

Consent for Electronic Transmission of Protected Health Information

It may be useful during the course of therapy to transfer information electronically, such as via email or a website. Even when we both take steps to secure our communication, as outlined in the *Agreement for Online Psychotherapy*, there is the possibility a third party may be able to intercept this information. Parties that may intercept include, but are not limited to:

- People in your home who have access to your communication devices.
- Your employer, if you use a work device or email to communicate with me.
- Network providers and administrators who monitor internet traffic.

If you have concerns about other people accessing your communications, please talk with me about ways to maintain your safety and confidentiality.

Please indicate your consent for your Protected Health Information to be transmitted electronically (initial next to each item you consent to):

_____ Information related to the scheduling of meetings or other appointments.

_____ Information related to billing and payment.

_____ Information that is clinical in nature (treatment summaries, diagnoses, etc.).

Privacy Statement

I, _____, have been informed of the risks of transmitting my Protected Health Information electronically. I understand that I am not required to sign this agreement in order to receive treatment. I also understand that I may terminate this consent at any time.

Please note that online therapy is, by definition, an electronic means of communication. As such, your consent on this document is necessary for participation in online therapy.

Please sign and date below to indicate that you have read and understand the Privacy Statement:

Signature

Date

Signature

Date