Mimi Leung-Pang, M.S.

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General Information and Policies

This document contains important information about Mimi Leung-Pang's professional services and business policies. Please read it carefully and bring up any questions you might have at your next meeting.

Psychological Services

A. **Licensure**. Mimi Leung-Pang, M.S. is licensed in the State of California as a Marriage & Family Therapist (License #MFC 31360). She is licensed by law and equipped by education and training to provide psychotherapeutic services to evaluate and treat individuals, children, teenagers, couples and families with various concerns about their relationships. Additionally, her expertise includes the skills to enable individuals to mature and grow emotionally and psychologically within relationships with others. It is natural and expected for very strong feelings to arise during the course of psychotherapy; coming to understand such feelings is an important part of the work. While not all psychotherapies meet a client's expectations, and a client's symptoms may become more pronounced during the course of therapy, much psychotherapy does help with painful feelings, difficult memories, or problems relating to others. Clients should always feel free during the course of a session to discuss their experience and how the psychotherapy is going.

(1) Limitation:

- a, Geographic location- California Board of Behavioral Sciences does not allow practicing across State lines. This restricts the location of the client and Mimi at the time of service. As a result, both need to be physically in the State of California when conducting a session.
 - 1. When a session is virtual, the client needs to attest his/her location at the start of each session.
- (2) Forensic:

LMFT is not allowed to evaluate fit for parenting.

(3) Medical Leave:

Medical leave can only be recommended by a physician, and not by a LMFT.

B. **Confidentiality**. Consultations, test results and disclosures will be held in strict confidence subject to state law. Written permission will be required if you request that the therapist share information with persons or agencies. Please be aware that communicating via cellular and cordless telephones, including text, can present confidentiality risks. Similarly, email is not confidential so if you send the therapist an email message, you can expect that she will normally only respond to email communications regarding scheduling and appointments. There are certain situations in which, as a psychotherapist, the therapist is mandated by law to reveal information obtained during therapy to other persons or agencies without your permission. Also, therapists are not required by law to inform you of their actions in this regard.

If a judge issues a subpoena, the therapist is mandated by law to provide the information specifically described in the subpoena. If you are in therapy or are participating in psychological testing due to an order of the court, the results of the treatment or tests ordered must be revealed to the court.

There are some instances in which your therapist is legally obligated to take action to protect others from harm, even if the therapist has to reveal information about a client's treatment. For example, if the therapist believes that a child, elderly or disabled person is being abused, either by neglect, assault, battery or sexual molestation, she is required to report the "reasonable suspicion" of such abuse. Therapists have no authority or

responsibility to investigate the case. All therapists in this practice must file a report with the appropriate state agency.

If the therapist believes you are threatening serious harm to another person, and homeland security issues, she is required to take protective actions. These actions may include notifying the potential victim, contacting the police, and/or seeking hospitalization for you. If you threaten to harm yourself in ways, which may lead to your own suicide, or indicate that you are unable to control impulses, which may lead to your suicide, your therapist is able to inform the individuals or agencies necessary to prevent you from completing such actions, including hospitalization.

In couples or family treatment, please be aware that information shared with the therapist will be disclosed to your partner or family if they are participating in the treatment. Your therapist will not agree to hold secrets on any one partner's behalf. If you feel something should not be shared with your partner, please do not tell the therapists your secret. At such times, it may be most appropriate for you to seek the support of an individual therapist who is independent of your couple's treatment, and who will consult with the therapist regarding the broad issues.

In addition, if the therapist is working with an adolescent over the age of 12, it is in the best interest of the work that information disclosed in the relationship remains confidential. However, by law, the parent or legal guardian of any minor holds the privilege with the exception of minors (12 years or older) who request treatment due to sexual molestation, abuse, drug/alcohol abuse, outpatient mental health care, or abortion and contraceptive counseling.

Periodically, your therapist may consult with other qualified professionals (i.e. attorneys, associations, psychiatrists, physicians, psychologists, psychotherapists, researchers) to seek information or input which may be helpful to her clients. At such times, the therapist changes identifying information to preserve and protect confidentiality. The consultant is also legally bound to keep the information confidential. If you don't object, your therapist will not tell you about these consultations unless the therapist feels that it is important to work together.

If your therapy services will be paid in part or in full by a third party payer, such as an insurance company, an Employee Assistance Program from your place of employment, or if you intend to seek reimbursement from a third party payer, you may be required by such an entity to waive your confidentiality as a condition payment or reimbursement. This includes HSA and FLEX Benefits. You may be required to sign an *Authorization to Release Confidentiality Information* and permit the therapist to reveal your personal information to them. If you wish to utilize a third-party payer, please discuss this with your therapist. If you decide not to comply with a third-party payer to authorize release of confidential information, then you will be required to pay your fee in full yourself.

While this written summary of exceptions to confidentiality should prove helpful in informing you about potential problems, it is important that you discuss any questions or concerns that you may have at the next meeting. Your therapist will discuss these issues with you if you need specific advice, but formal legal advice may be needed because the laws governing confidentiality are quite complex, and the therapist is not an attorney.

- C. Services by use of Information Technology. Services by electronic means, including but not limited to telephone communication, text, the internet, facsimile machines, and email is considered telemedicine by the State of California. Under the California Telemedicine Act of 1996, telemedicine is broadly defined as the use of information technology to deliver medical services and information from one location to another. If you and your therapist chose to use information technology for some of all of your treatment, you need to understand that
 - (1) You retain the option to withhold or withdraw consent at any time without affecting the right to future care or treatment or risking the loss or withdrawal of any program benefits to which you would otherwise be entitled.
 - (2) All existing confidentiality protections are equally applicable.

- (3) Your access to all medical information transmitted during a telemedicine consultation is guaranteed, and copies of this information are available for a reasonable fee.
- (4) Dissemination of any of your identifiable images or information from the telemedicine interaction to researchers or other entities shall not occur without your consent.
- (5) There are potential risks, consequences, and benefits of telemedicine. Potential benefits include, but are not limited to improved communication capabilities, providing convenient access to up-to-date information, consultations, support, reduced costs, improved quality, change in the conditions of practice, improved access to therapy, better continuity of care, and reduction of lost work time and travel costs. Effective therapy is often facilitated when the therapist gathers within a session or a series of sessions, a multitude of observations, information, and experiences about the client. Therapists may make clinical assessments, diagnosis, and consultations, but also from direct visual and olfactory observations, information and experiences. When using information technology in therapy services, potential risks include, but not limited to the therapist's inability to physical condition including deformities, apparent height and weight, body type, attractiveness relative to social and cultural norms or standards, gait and motor coordination, posture, work speed, any noteworthy mannerism or appropriateness of dress, eye contact(including any changes in previously listed issues), sex, chronological and apparent age, ethnicity, facial and body language, and congruence of language and facial or bodily expression. Potential consequences thus include the therapist not being aware of what she would consider important information, that you may not recognize as significant to present verbally to the therapist.
- (6) Telehealth
 - a, Virtual sessions can be given, when it is clinically appropriate to do so. It will need to be done with a secure medium. Virtual sessions will be scheduled on Google Meet. I don't record sessions, and do not allow clients to do so as well.
 - b, Limitations with virtual sessions-
 - 1, The electronic equipment could fail during a session.
 - 2, Internet connectability issues.
 - 3, Client privacy maybe compromised if client can not find a private area, experience interference or interruptions by third parties.
 - c, No sessions will be conducted via telephone calls, texting or with social media.
- D. **Psychological Testing.** Psychological testing may be used to assess your state of functioning in some instances. Since this information is about you, and designed to be of assistance in your treatment, it is your right to have the therapist discuss the results in a manner that is clear and understandable to you. Please feel free to ask questions that arise about any aspect of testing.
- E. Physical Health and Referrals. Your physical health can have a profound influence on your emotional well-being. For this reason, you are strongly encouraged to follow up on referrals for any additional services discussed. You are urged to have a physical examination to rule out any physical conditions causing or exacerbating your current emotional state. Similarly, it is your responsibility to keep current with your physical condition by receiving medical checkups and/or care. It is also your responsibility to inform the therapist of any changes in your medication, especially those involving psychotropic medications.

Please understand that the therapist's commitment to working with you extends only as far as you agree to work toward keeping her informed of your health decisions and your willingness to follow the advice of your healthcare providers. The therapist agrees to work with you only if you cooperate with the prescribed medical treatment deemed necessary by the professionals you have chosen and keep her informed of any changes in your condition(s) or treatments, without the therapist needing to ask. If you are unwilling to comply with medical suggestions, the therapist asks that you accept the responsibility of seeking and following the advice of healthcare providers with whom you can establish a constructive partnership. If you are not willing to work with professionals when you are seriously physically or mentally ill, your therapist cannot supply you with the treatment you need in an outpatient psychotherapy setting. Therefore, if the therapy is not making required progress, the therapist may choose to terminate the relationship and refer you to other sources of psychological or psychiatric care to help you obtain a higher level of care than the therapist can provide.

F. Participation. Psychotherapy is not easily described in general statements. It varies depending on the personalities of the therapist and client, and the particular problems you bring forward. There are many different methods the therapist might use to deal with the problems you hope to address. Psychotherapy is not like a visit with a medical doctor. Instead, it calls for a very active effort on your part. For therapy to be most effective, you will need to work on things both during the sessions and in your everyday life.

Participating in therapy can have a variety of risks and benefits. Since therapy often involves discussing unpleasant aspects of your life, you may experience uncomfortable feelings, such as sadness, guilt, anger, loneliness and helplessness. Attempting to resolve issues between relationship partners, family members, and other individuals can also lead to high levels of discomfort and may result in changes that were not originally intended. On the other hand, psychotherapy can also result in a variety of benefits to you, including a better understanding of your personal goals and values, a resolution of the specific concerns that led you to seek therapy, improved interpersonal relationships, and significant reductions in feelings of distress. But there are no guarantees of what you will experience.

Therapy is an ongoing process of assessment and evaluation. Throughout the process of therapy, both you and your therapist are to evaluate if the therapist is the best person to provide the services you need to meet your treatment goals. Throughout therapy, the therapist will offer you impressions of what the work will include and the treatment plan to follow. Through an interactive process between you and the therapist as therapy progresses, goals and treatment plans will adjust to your overall and current needs as they evolve. You should evaluate this information and experience along with your own opinions of whether you feel comfortable working with your therapist. Therapy involves a large commitment of time, money and energy, so you should be very careful about the therapist you select. You are invited to ask your therapist about the therapist's theoretical orientation, the therapist's procedures and how the therapist's particular therapeutic style might be helpful at any time during therapy. You are encouraged to learn about alternate therapeutic styles and choices available to you for the issues that you seek to address in treatment, as well as determinants that may be incurred, should you fail to seek treatment at this time. Your therapist is available now and throughout treatment to answer your questions regarding these matters and to help you make an informed decision about choosing therapy. If you are uncomfortable with any of the therapist's practices, you are strongly encouraged to speak with the therapist directly about your concerns.

G. **Availability.** During office hours, the therapist is usually with clients, and often cannot answer the telephone. If the therapist is not immediately available by telephone, you are invited to leave a voice message for the therapist to retrieve at a later time. All therapists normally check for messages regularly.

Your therapist may not be available for emergencies between scheduled appointments. If you are experiencing an emergency, you must be willing to accept responsibility for your own safety. This may include contacting your family physician, proceeding to your local hospital emergency room, contacting your psychiatrist if you are working with one, or calling emergency services such as 911. If the therapist is unavailable for an extended time, she will provide you with the name of a colleague to contact, if necessary. If you wish, your therapist can help you make arrangements for scheduled appointments with a colleague during the therapist's absences.

- H. Use of Alcohol or Drugs. You are asked to refrain from using alcohol and/or any non-prescription, recreational drugs before the scheduled psychotherapy sessions. One of the goals of therapy is to evaluate your emotional functioning on a regular basis. If you alter your emotional state with intoxicants, you will be undermining the effectiveness of the work together. In addition, you need to be completely candid in revealing your occasional, recreational, and/or regular use of alcohol or drugs, including over the counter and prescription medication to your therapist. Mind- and mood-altering chemicals have significant effects on relationships, emotions, cognition, and your physical wellbeing and your therapist needs to know what effects and potential effects they may have upon you for therapy to be successful.
- I. Termination of Treatment. Termination of therapy is inevitable. It should not be taken casually, as it can be a valuable part of your therapy experience. Either you or your therapist may terminate the work together if either believes it is in your best interests. It is recommended that you meet with your therapist for at least one session after an agreement or notification to terminate. That session is often quite rewarding, allowing you and

your therapist to review the work together, your goals and accomplishments, any further work to be done, and your options. It's important to discuss ahead of time if you would like to take a "vacation" from therapy. It can often be arranged for it to be maximally productive.

Office Policies

- **A. Meetings.** It is optimum that therapy sessions occur consistently to address the issues that bring you to therapy, as well as to create and maintain a therapeutic alliance. Is expected that you will keep each appointment or cancel with adequate notice, as defined below.
 - 1. **Psychotherapy Appointments.** Appointments are generally made on a regular basis, and your 45-minute hour is held for you. In a sense, you have a contract whereby you have the exclusive use of the therapist's time for your scheduled appointments. In the event you are unable to keep your appointment, the therapist asks that you <u>cancel within 24 hours.</u>

If you miss the session without giving your therapist prior notification, you will be charged the full fee for the missed session. However, if the mutual schedule permits, your therapist will reschedule you within the same week of any missed appointment, instead of the above procedure. Your therapist will wait 15 minutes after the scheduled appointment time before counting the session as a missed session. She is also free to leave after the 15 minutes wait time.

If you appear for any appointment later than the time scheduled, you will be given the remainder of the 45-minute time period that was originally scheduled. If you call to let the therapist know that you are in transit, the therapist will wait for as much of the remaining 45-minute period as you request.

- **B.** Fees. Mimi Leung-Pang's regular session fee will be revealed upon the first communication. Changes in the regular session fee may occur on a periodic basis in her practice. There will be a fee for court issues and/or appearance. Your fee will be established at the first communication or at the beginning of the therapy session. Other therapists in the practice are to set their own regular fees. Payment of fees is expected at the end of each session.
- **C. Insurance.** This practice may take direct insurance reimbursement for services rendered. You are responsible unless otherwise arranged by mutual agreement to pay for each session at the end of each session. If your therapist agrees to accept direct insurance reimbursement, you are responsible to pay for your co-payment, if any, at the end of each session.

Your therapist will fill out billing or statement forms to help you obtain the benefits to which you are entitled if you have a health insurance policy that provides some coverage for mental health treatment. However, you (not your insurance company) are responsible for full payment of the therapist's fee. Therefore, it is very important that you learn about the mental health coverage you have with your insurance company.

You should carefully read the section in your insurance coverage booklet that describes mental health services. If you have questions about your coverage, call your plan administrator. The therapist will provide you with whatever information she can, based on her experience. To the best of her ability, the therapist will help you understand the information you receive from your insurance company. Your insurance company through their representatives including their customer service personnel is the best source of information. If the insurance company has specialized forms for your therapist to complete, be certain to complete your portion of the forms and give them to the therapist at your earliest convenience. Please retain a copy of statements for your income tax purposes.

While much work can be accomplished in short-term therapy, some clients want more services after the insurance company benefits end. Some insurance companies will not allow the therapist to render those services to you after benefits have ended. If this is the case with your insurance company, your therapist will do her best to help you find another practitioner to continue your psychotherapy. If you want your medical

insurance companies have different coverages. You will need to check your insurance booklet or talk with your benefits representative.

D. Outstanding Balances. There is a service charge for all returned checks according to the bank. This practice does not carry outstanding balances. If you forget to bring payment for a session, you are expected to either pay the outstanding balance before the next session or at the next session along with the next session's payment. Therapy may not continue with an outstanding balance equivalent to the fees for more than two sessions. Therapy will be placed on hold until the balance is paid; or terminated if you are unable to pay the balance and an appropriate referral to a low fee or pro bono counseling program will be given.

If you have an outstanding balance at the termination of your treatment, the entire balance of our account is due within two weeks. If your account has not paid for more than 60 days and arrangement for payment has not been agreed upon, this practice has the option of using legal means to secure payment. This may involve hiring a collections agency or going through a small claims court. If such legal action is necessary, its costs will be included in the claim. In most collections' situations, the only information the practice will release regarding you include: your name, address, work and home phone numbers, nature of services rendered, and the amount due.

E. Professional Records. The laws and standards of the psychotherapy professions require that your therapist keep treatment records. You are entitled to receive a copy of your records unless your therapist believes that seeing them would be emotionally damaging to you. In that case your therapist can send them to a mental health professional of your choice. Because these are professional records, they can be misinterpreted and/or upsetting to untrained readers. If you wish to see our records, it is recommended that you review them in your therapist's presence during a therapy session so that she can discuss the comments with you. Clients will be charged an appropriate fee for any professional time outside of therapy over 15 minutes spent responding to information requests.

If you are under eighteen years of age, please be aware that the law may provide your parents/personal representative/legal guardian the right to examine your treatment records. For sole custodial parents, please provide court documents for verification. It is this practice's policy in order to facilitate and maintain the therapeutic relationship with the child to request an agreement from parents that they give up access to your records. If they agree, your therapist will provide them only with general information about the work together, unless she feels there is a high risk that you will seriously harm yourself or someone else. In this case, your therapist will notify them of the therapist's concern. Your therapist can also provide them with a summary of your treatment when it is complete. Before giving them any information, your therapist will discuss the matter with you, if possible, and do her best to handle any objections you may have with what she is prepared to discuss.

Additional Information

Should your therapist meet you by chance on the street or at a social gathering, your therapist will keep the conversation to a minimum. She will not identify you to anyone as being her client. These boundaries are important for effective, ethical therapy and to maintain your confidentiality. There may be other therapists in the suite of offices. Each licensed therapist operates independently and is solely responsible for the quality of the care s/he provides.