

# INFORMED CONSENT

**Updated: January 1, 2024**

Psychotherapy is a deeply personal and life changing experience; your own motivation for growth will largely determine how much you'll benefit from this experience. In order to enhance your success and experience, it is important that you understand your rights and obligations.

Because policies differ from provider to provider, I've outlined my policies to give you an idea of how I operate across different matters. These policies describe basic business operating procedures which are a legal and ethical part of my practice. I have found when these guidelines are followed, it allows the focus of therapy to be on the healing work itself.

## PSYCHOTHERAPY SERVICES

A successful outcome in therapy requires that we work together. Psychotherapy is a collaborative effort between therapist and client. For some people, goals are reached in a very short time. For others, therapy may be longer-term. For this reason, it is important that you find a therapist that you feel comfortable with and that meets your individual needs.

Therapy is not always a comfortable process, but you should feel comfortable with the therapist that you work with. If you have any questions about the procedures I practice, or my style of therapy please discuss them with me.

There may be times when you doubt the utility of therapy and it is important to discuss this openly. If any of your doubts about our ability to work together persist I will be happy to obtain more information so that I can better understand your situation or to refer you to another therapist if needed. It is important to me that your needs are met so that you reach your goals.

## OFFICE POLICIES AND PROCEDURES

**Confidentiality:** The session content and all relevant materials to the client's treatment will be held confidential unless the client requests in writing to have portions or all of their file released to a specifically named person/persons.

**Limitations to this client privilege exist and are as follows:** If a client threatens or attempts to commit suicide or otherwise conducts him/her/them self in a manner in which there is a substantial risk of incurring serious bodily harm; If a client threatens grave bodily harm or death to another person; If the therapist has a reasonable suspicion that a client or other named victim is the perpetrator, observer of, or victim of neglect, physical, emotion or sexual abuse of a child under the age of 18; Suspicions as stated above in the case of an elderly person or dependent adult; If a court of law issues a legitimate subpoena; If a client in therapy is being treated by order of the court or if the information obtained in session is for the purpose of rendering an expert's report to an attorney; If a client threatens or attempts to harm myself; If I incur any serious bodily injury that prevents me from contacting or continuing to see clients, Kristen Krauel, LCSW will be given access to client contact

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information in order to reach you regarding the status of future appointments. Access to client documentation will only be provided after the client has signed a release of information indicating where and with whom they would like their information shared.

Occasionally I may need to consult with another professional in their area of expertise to provide you with the best treatment. I prefer to obtain a Release of Information prior to this unless it falls within an aforementioned limitation.

If we see each other in public, I will not acknowledge you first. If you chose to acknowledge me, I assume you are comfortable briefly interacting. I will not engage in any lengthy discussions in public or outside of the therapy office.

Due to confidentiality and the importance in maintaining that, I do not accept friend or contact requests from current or former clients on any personal, social networking sites. I believe that adding clients on these platforms can compromise your confidentiality and blur the boundaries of our therapeutic relationship. If you have questions about this, please bring them up when we meet for further discussion.

**Length of Sessions:** Sessions are scheduled for 50 minutes or 90 minutes. Individual Sessions are scheduled for 50 minutes in length unless other arrangements have been made. Couples Sessions are scheduled for 90 minutes in length unless other arrangements have been made. I will do my very best to start and end on time. I often give some indication as to when our time is nearing an end. Please note that the 50-minute time frame and 90-minute time frame are set-aside for you and you alone. Starting and ending on time allows me to show this consideration to each person I work with. Within our first meeting, we will decide together how often the sessions should occur. This decision will be based on your individual needs and therapy goals. Most often these sessions will be weekly, but there may be some instances where they will be more or less frequent.

**Appointments and Cancellations:** Once I have established a treatment plan you are responsible for adhering to that plan which includes selecting, and scheduling available sessions using the client portal on Simple Practice:

<https://carolyn-jasculca.clientsecure.me>

It is imperative to the work we are doing together that all scheduled appointments are respected and kept. It will be in your best interest to attend each appointment, as this is critical to successful outcomes of therapy. An appointment will be considered a no show after 15 minutes unless communicated in advance. Appointment times cannot be guaranteed and may be offered to another client if attendance is inconsistent. Occasionally, my schedule may change and although I will do my best to accommodate your preference, I do not guarantee a specific appointment time and day ongoing. When you must reschedule or cancel, please provide, at least, 24 hour's notice. The time we have agreed upon is reserved for you and will be treated as such. Since it is unusual to fill the time when a session is canceled, sessions that are canceled or requested to be rescheduled at least 24 hours in advance will be charged at the usual rate. If you are a no show or late cancel for your initial

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session, you will be charged the full fee for the service. Payment will be required prior to rescheduling a future appointment.

If I have not heard from you within the first 15 minutes of your session I will assume that you are a "no show," your session will be forfeited, and you will be billed at your full rate (even if there is time remaining in your session).

### **Good Faith Estimate-California No Surprises Act**

You are entitled to receive this "Good Faith Estimate" of what the charges could be for psychotherapy services provided to you. While it is not possible for a psychotherapist to know, in advance, how many psychotherapy sessions may be necessary or appropriate for a given person, this form provides an estimate of the cost of services provided. Your total cost of services will depend upon the number of psychotherapy sessions you attend, your individual circumstances, and the type and amount of services that are provided to you. This estimate is not a contract and does not obligate you to obtain any services from the provider(s) listed, nor does it include any services rendered to you that are not identified here.

I assess all clients as individuals and in most cases advise a minimum of 3 sessions to determine treatment plan, provisional diagnosis (if applicable), provide resources and additional referrals or milieu services to augment treatment planning. Based on therapist recommendations, client goals and best practices for legal and ethical psychotherapy I advise a minimum of 3-6 months weekly or bi-monthly sessions.

This Good Faith Estimate is not intended to serve as a recommendation for treatment or a prediction that you may need to attend a specified number of psychotherapy visits. The number of visits that are appropriate in your case, and the estimated cost for those services, depends on your needs and what you agree to in consultation with your therapist. You are entitled to disagree with any recommendations made to you concerning your treatment and you may discontinue treatment at any time.

**Fees for Service/Package Options:** The fee for a 50-minute session is \$200.00 and 90-minutes is \$250.00s for individual cases that do not involve court or other legal involvements. The fee for a 90-minute session is \$300.00 for couples cases that do not involve court or other legal involvement. Fees for sessions are due at the time of service.

I do offer packages for 90-minute couples sessions and full payment of package is required at time of purchase. Packages are not refundable and do not expire.

I do not work with individuals or families involving court or other legal involvement. If legal involvement occurs during the course of treatment, please note individual 60-minute sessions will be billed at \$200 and 90-minute sessions will be billed at \$300. If I am required to attend court, court appearances will be billed at \$300 per hour, beginning at arrival time and ending at departure time.

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Telephone calls that involve a focus on treatment goals and last for more than 15 minutes will be considered as a session and incur a prorated fee for the length of time of the phone call.

I reserve the right to raise my fees and will provide a 60 day notice in advance. If an alternative fee has been discussed, a separate Fee Notice addendum will replace the fees stated above.

A \$25.00 service charge will be charged for any checks returned for any reason for special handling.

**Insurance:** You are responsible for the cost of all services. I do not bill insurance directly or communicate with insurance as it takes away from the face to face time I provide clients. Superbills will be provided through your client portal at the beginning of every month if you wish to submit documentation to your insurance for reimbursement. As insurance policies vary, it is your responsibility to contact your insurance directly to discuss reimbursement rates.

**Letters:** It is my policy to protect you as the client and my role as your therapist by declining to provide recommendations and clinical opinions to outside parties on your behalf (e.g. court, disability, schools). For this reason I do not provide letters in this regard. I will provide written acknowledgment of your participation in treatment, including dates of treatment. The fee for such a letter will be 150.00, and requires two weeks notice. I provide Emotional Support Animal letters to clients upon request if I determine they meet the clinical criteria. **The fee for such a letter will be \$150.00 and requires two weeks notice.**

**Litigation Charges:** Should I be required to provide (by subpoena, etc) evaluations and written reports for custody, adoption, or other legal reasons, as well as court appearance as a witness or expert witness on a client's behalf will either be a flat rate for the entire case report or at a charge of \$300 per hour. This fee will be discussed with you at the time of your request for the service and payment will be due at the time of your request. There may be times when you require additional professional services in the course of our work together. The usual charge for any of these services, that is not legal or court related, will be \$150.00 per hour on a prorated basis. Some examples are attendance at meetings or consultation with other 2 professionals you have authorized or preparation of records or treatment summaries. These fees will be discussed with you at the time of the request for the service. There may be a minimal charge for providing copies of documents and/or reports that I have previously completed for you to outside parties, when excessive mailings are requested. This charge will be the cost of copy and mailing. I will ask you to sign an approval to release the record. These fees, and any other fees, will be discussed with you at the time of the request for the service.

**Payment:** A credit card is to be held on file due to the aforementioned cancellation policy. If you would like to pay for the session with an alternative form of payment (cash or check), please let me know at the end of the session. Checks are made payable to Carolyn Jasculca, LMFT. I will notify you if your credit card on file expires. It is up to you to update the card in

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the client portal and do so before your next session. Sessions requested prior to this will be subject to pause unless a current card is on file.

I do not hold a balance for clients. Payment is due in order to schedule the next session. Please note that I use a collection agency and attorney services in the rare instances that a client does not attempt to follow through with payments on overdue accounts.

**Electronic Communication:** I cannot ensure the confidentiality of any form of communication through electronic media, including email, Facetime and text messages. **If you prefer secure communications, you may message me through your Simple Practice client portal.** I am often not immediately available and will attempt to return your message within 24 hours.

Texting between sessions can be an appropriate and convenient way to integrate coping/resource skills for check in's as part of treatment planning. Boundaries with texting include: texting between the hours of 9-5pm during the weekdays, and case by case on weekends which will be pre-determined by therapist and client. If boundaries need to be discussed I will do so on a case-by-case basis and communicate directly with the client.

If you prefer to communicate via email or text messaging for issues regarding scheduling or cancellations, I will do so. To comply with HIPPA regulation, texts outside of scheduling or cancellations are not permitted. Again, please allow 24 hours for returned messages as I cannot guarantee immediate responses. Due to lack of confidentiality, I request that you do not use these methods of communication to discuss therapeutic content and/or request assistance for emergencies. In the event of an emergency or psychiatric emergency, please call 911 or contact your local law enforcement/emergency room.

**Accessibility:** If you need to contact me between sessions, please refer to the electronic communication notice listed above. If you prefer to contact me through email, please email [cmj.mft@gmail.com](mailto:cmj.mft@gmail.com). Voice messages may be left at (415) 840-5214. I am often not immediately available and will attempt to return your message within 24 hours. In the event of an emergency or psychiatric emergency, please call 911 or contact your local law enforcement/emergency room.

While face to face sessions are preferred, telehealth sessions are available in the event you are out of town, sick, or need additional support. Telehealth sessions must be scheduled in advance and do not replace a face to face session if you are running late to session.

**Telehealth:** Service by electronic means, including but not limited to telephone communication, the Internet, and e-mail 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 we decide to utilize information technology (telehealth), it is essential to understand the following:

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You retain the option to withhold or withdraw consent at any time without affecting your right to continued care or treatment, or risking the loss or withdrawal of any program benefits to which you would otherwise be entitled; All confidentiality protections as listed in this document are equally applicable; Your access to all medical information transmitted during a telemedicine consultation is guaranteed, and copies of this information are available for a reasonable fee; Dissemination of any of your identifiable images or information from the telemedicine interaction to any entity shall not occur without your consent.

There are potential benefits, risks, and consequences of telemedicine.

Potential benefits include but are not limited to: improved communication capabilities, providing convenient access to up-to-date information, consultations, support, improved access to therapy, increased continuity of care and reduction of lost work time and travel costs.

Effective therapy often includes observations, information, and experiences discussed in session. I may make clinical assessments, diagnosis, and interventions based on verbal and auditory communication, written reports, third party consultations, and from direct visual/olfactory observations, information, and experiences. Potential risks include but are not limited to: an inability as the Provider, to make visual and olfactory observations that are of clinical or therapeutic importance. These can include observations such as height and weight, noteworthy mannerisms or gestures, physical or medical conditions that include bruises or injury, basic grooming, eye contact, sex, ethnicity, and nonverbal language. Potential consequences thus include the therapist not being aware of the aforementioned that may be significant to the nature of the work.

**Information for Parents:** Please also note that biological and adoptive parents are entitled to information about their child's diagnosis, therapy and progress as agreed upon at the beginning of therapy. Foster care parents may receive this information with authorization by the court or the child's appointed attorney. In the case of divorced parents, both non-custodial and custodial parents are entitled to this information. If the court in divorce papers otherwise states this, I must be informed and receive a copy of those documents at the beginning of therapy. Please note that both parents are entitled to general updates about the treatment of their child, and any information received by either parent will be discussed with the other parent as well. Please be aware that parents/legal guardians are financially responsible for any property damage or defacement on the premises caused by a minor. If such damage or defacement occurs, please be aware that the police/sheriff's department will be called to investigate.

**Information for Minors:** If you are a minor, your parents may be legally entitled to some information about your therapy. I will discuss with you and your parents what information is appropriate for them to receive and which information shall be kept confidential.

**Termination:** Ending relationships can be difficult. Therefore, it is important to have a termination process in order to achieve some closure. The appropriate length of the termination depends on the length and intensity of treatment.

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I may terminate treatment after an appropriate discussion with you if I determine that psychotherapy in a private practice setting is not effective, if a higher level of care is required, if you are in default on payment, or if you are non-compliant with treatment recommendations. I will not terminate without first discussing and exploring the reasons and purpose for termination. If therapy is terminated for any reason or you request another therapist, I will provide you with a list of qualified therapists to treat you. You may also choose someone on your own or from another referral source.

Should you fail to schedule an appointment for two consecutive weeks, unless other arrangements have been made in advance, I must consider the professional relationship discontinued for legal and ethical reasons.

### CHANGES IN OFFICE POLICIES

On the rare occasion that changes occur in office policies, procedures and/or fees, I will inform you in writing and provide you with an updated copy of the office policies and informed consent form. You may ask for a copy of this form at any time during our work together.

### YOUR RIGHTS

You have the right to:

- reasonable access to care, regardless of race, religion, gender, sexual orientation, ethnicity, age or disability.
- confidentiality and privacy of information. No information about you may be released to any other agency or individual without your prior consent or that of your parent or legal guardian, unless otherwise required by law, it involves threat of danger to self or others, abuse of a child or incapacitated adult. Additional limitations are described above in the informed consent
- be treated with dignity and respect.
- participate in the decision-making process with regards to therapy goals and plan.
- choose or refuse the service that is offered, unless there is an immediate danger to you or to others.
- care that is considerate of your personal value and belief system.
- informed participation in decisions regarding care and services.
- have family participation involved in therapy with you.
- individualized care, including periodic review of established therapy goals.

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- provision of services within the least restrictive environment possible.
- be informed of practice policies and office procedures in a language that you understand.
- receive services in a language that you understand.
- complain if you think your rights have been violated.

The Board of Behavioral Sciences receives and responds to complaints regarding services provided within the scope of practice (marriage and family therapists, licensed educational psychologists, clinical social workers, or professional clinical counselors). If you have questions or concerns about the treatment you are receiving, you may contact the board online at [www.bbs.ca.gov](http://www.bbs.ca.gov), or by calling (916) 574-7830.

- request a referral to another therapist or service provider if you believe that it is necessary.
- terminate sessions at any time during the course of therapy.
- be informed if services can no longer be offered to you within a timely manner.

### YOUR RESPONSIBILITIES

You have the responsibility to:

- honor your financial contract by paying for the services you receive at the agreed upon times and/or terms.
- provide 24 hours notice before requesting to reschedule or cancel an appointment.
- be active and honest in sessions.
- ask questions about any policy, procedure, referral, or intervention that you do not understand or do not agree with.
- carefully read and ensure you understand any forms or documents that you are asked to sign.

### ENFORCEMENT OF CONTRACT

In the event any action or proceeding is brought to enforce this Contract, the prevailing party shall be entitled to reasonable Attorney's fees, out-of-pocket expenses, and costs of experts against the non-prevailing Party, in addition to all other relief to which the prevailing Party may be entitled.

**MEDIATION:** Both parties agree to seek mediation concerning disputes that arise from this contract. Mediation fees, if any, shall be divided equally among the Parties involved. If, for



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any dispute or claim to which this paragraph applies, any Party (1) commences an action without first attempting to resolve the matter through mediation, or (2) before commencement of an action, refuses to mediate after a request has been made, then that Party shall not be entitled to recover attorney fees, even if they would otherwise be available to that Party in any such action.

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## THERAPY CONTRACT AND INFORMED CONSENT FOR SERVICES

I have reviewed and understand all of the information provided to me in OFFICE POLICIES & INFORMED CONSENT FOR SERVICES. I agree to these conditions and if I have any questions will bring them up with my provider. I have reviewed and understand the information provided to me about Privacy Practices. By continuing through the intake paperwork, I consent to and authorize services by Carolyn Jасulca, LMFT. I understand that I have the right to: 1. Receive a copy of this consent and therapy contract 2. Withdraw this consent at any time.

This consent shall remain in effect for as long and I am in therapy with Carolyn Jасulca, LMFT

Client Name: \_\_\_\_\_

Client Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**Parent Signature (If Client is a Minor under 18yrs of Age):**

\_\_\_\_\_

Date: \_\_\_\_\_