

INFORMED CONSENT

Your psychotherapist is Marianna Jakucska, Licensed Marriage and Family Therapist, #84050; licensed by the California Board of Behavioral Sciences since December 8, 2014. I provide consulting services in person and on the Internet as Telehealth. The present points are the major legal and ethical concerns in psychotherapy but by no means all.

My usual fee for psychotherapy is \$110 for 50 minutes and \$175 for 90 minutes. I am on sliding scale based on income.

- If you pay out of pocket, your fee is \$.....
- If you pay with your insurance, your copay is \$..... for each 30 minute-session (50' in case of couples and families), followed by the initial 55 minute diagnostic session.
- If you are an EAP client, you have no fee and sessions will be 50 minutes. You have sessions. Fee is due at each session payable in cash, check, or credit card. Cancellation window is 48 hours.

BENEFITS AND RISKS OF PSYCHOTHERAPY

Psychotherapy is scientifically proven to effectively reduce negative responses to stress. Many mental health conditions are triggered by stress and may be considered adaptive responses albeit often troublesome for the individual. Talking about your problems can relieve guilt and shame; can help you inventory your values and strengths, set goals, make informed choices, and learn new coping skills in order to create a meaningful life.

Psychotherapy is not a substitute for medical treatment.

I focus on guiding you toward wholeness and healing, awareness of your inner strengths and feeling connected. I achieve this by providing a process that is safely challenging, interactive, and a mix of practical and metaphoric, to help you shift your perspective to approach life more confidently. I smoothly blend science, philosophy, imagination, humor, and creative arts with my own wisdom of life. I use skill building, such as Cognitive Behavioral Therapy (CBT) or Dialectical Behavioral Therapy (DBT), as secondary approaches to existential questioning – as needed.

My expectations of you are that you 1) are willing to take an honest look at your life; 2) explore your choices rather than keep blaming external circumstances for your perceived misfortunes; and 3) are willing to take the courage to be you.

I will do my best to provide you with support on your journey to unblock your creativity. However, I cannot guarantee success or a specific outcome, which have many variables.

During treatment, you may encounter some unwanted or uncomfortable experiences. You may feel more angry, depressed, or powerless than usual; may suffer from increased anxiety or sleep problems. You may become reluctant to continue with your transformative work out of fear, doubt or embarrassment. You may run into relationship conflicts. As you change your concept of yourself, your concept of the world may change as well. These changes are the stuff of therapy. Let me know as soon as concerns emerge so we can address them before they overwhelm you.

CANCELTION and MISSED SESSIONS

You agree to pay your fee at the time of service. My cancellation/reschedule window is 48 hours. Cancelling or rescheduling within this time or a missed session (if you are not present within 15 minutes of start time) will result in a charge of:

- your negotiated session fee if you are a private-pay client;
- \$63 if you are an insurance or EAP client.

I will also charge the \$63 if your insurance won't pay your session due to reasons of your own actions. To avoid such charges, please notify me of insurance changes ASAP.

If you are running late, I will not extend the session due to restrictions of my schedule, nor will I reduce the fee. For any bounce in payment, I will charge you the applicable bank fee.

Should any unpaid balance accrue, I maintain the right to cancel further appointments until we reach an agreement for paying the balance; or take legal actions to recover my outstanding balance. I also maintain the right to increase my fee annually of which you will receive a 1-month prior written notice.

CONFIDENTIALITY AND ITS LIMITS

As a licensed mental health professional, I am legally and ethically obligated to maintain your confidence: I will safeguard any information from or about you. However, limits to confidentiality also exist where law requires or permits it.

- If I suspect that you are harming a child, elderly person or a dependent adult, or you intend to kill another person, I have to make a report to authorities for further investigation;
- EC1024 gives me the right to prevent significant damage to people or property;
- If I have reasonable suspicion that you are dangerous to yourself either through attempt to kill yourself, being gravely disabled, or through reckless action such as driving drunk, EC1036 gives me the right to make necessary steps to prevent any harm to you or to a third party;
- If the FBI investigates you in reference to the Patriot Act of 2001, they have the right to all of your records and I am not allowed to inform you of this investigation;
- I only provide information about you to third parties (such as medical doctors or family) when you sign an Authorization to Obtain or Exchange Confidential Information for me. You can withdraw such signed consent any time but you have to do so in writing.

If you opted for health insurance or EAP program to cover your therapy fees, certain additional restrictions on confidentiality apply:

- I share your attendance and diagnosis with your insurance or EAP for reimbursement purposes.
- You have to qualify for **medical necessity** to benefit from insurance coverage (not for EAP). This means that you have to have a *mental health condition* that is diagnosable by the DSM5 that significantly *interferes* with your daily functioning, and *reimbursable* by your insurance company. We also have to follow an Evidence Based treatment plan. If you do not meet medical necessity in this manner, insurance will not pay for your treatment. You may decide to pay out of pocket.
- I may have to provide your insurance company with specific information, such as symptoms, diagnosis, treatment plan, and progress notes to justify for medical necessity when they audit your files for legitimacy. I will inform you when such audit is required of me.

COURT POLICY

Should I be required to write a letter either by court or you on any court related matter, I will not stipulate in writing or in person as to an opinion. I may only provide observations and feedback. At no time will I make a recommendation in regards to custody or any other court related matter.

If a court order is served that requires me to be present in person or on the phone or there is a request for records, I will request your written consent before turning over confidential information. When obtaining this consent, I will tell you exactly what has been requested by court and there is no guarantee that the information will be kept confidential. This includes your mental

health history; current status and inclusive records and may not be in your best interest. The therapist client relationship does not render me as an advocate.

Court Related Fees

When I write a court-related letter, the time shall be billed at \$200 per hour, with a two-hour minimum fee. Notarizing, if needed, would be an additional fee to this.

Should I be required to appear in court, the fee stipulation is as follows:

- \$3,000 for each day that includes my appearance and travel time to and from the court in Sacramento County. If the court is located at other locations, I may add mileage fee. Please note that the court appearance hinders my ability to be available to other clients.
- \$200 per hour for preparation.
- I will **NOT** be ON-CALL at anytime.
- I must receive all court fees 7 days prior to the court date. Should the court calendar the hearing for another date, I must be re-issued a new subpoena with the new court date.
- Should I be on vacation, the party initiating the court order must take reasonable steps to avoid imposing undue burden or expense on me. If my vacation time must be interrupted, the requesting party will negotiate a reasonable financial compensation with me for the interruption before court appearance in addition to the above stated basic fees.
- By signing and dating below, you understand and agree to the above stated court policy and stipulation, including but not limited to the fee structure for all related court matters.

PHONE CONTACTS and CRISIS SITUATIONS

- I will send you a brief text reminder of our appointment before each session unless you opt out. Not receiving this message however does not relieve you of the responsibility for the 48-hour cancellation policy.
- If you wish to call me between appointments, I will make myself available at my own discretion and I will charge applicable fee if the conversation goes beyond 10 minutes. I can set up an urgent appointment usually within 48 hours with regular fee applicable.
- In emergency, you may call the **National Crisis Line** at **1-800-273-8255** to talk to a counselor. In case of life-threatening situation, call **911** or go to the **nearest emergency room**.
- If you are planning to be temporarily out of town and wish to maintain regular contact with me on the Internet (telehealth), then we need to make arrangement for this at least 2 weeks prior to your departure. Signing additional consent forms will be necessary.

TERMINATION OF THERAPY SERVICES

You are free to terminate our therapeutic relationship at any time and I am not obligated to work with you. Please share any grievances toward my work as soon as they emerge so I can address your concerns and adjust my approaches accordingly. My aim is to bring the most benefit to you at the least amount of pain. If this is not your experience, I want to change it.

I also maintain the right to terminate our relationship if 1) we have a likely conflict of interest; 2) your concerns are out of the scope of my practice or competence; 3) you miss one payment and do not make arrangements to make up; or 4) you have missed 2 consecutive sessions and do not contact me within 3 weeks of your last actual session. I am happy to provide you with appropriate referrals if you need them.

DUAL RELATIONSHIP

I do not socialize with clients outside of therapy sessions. I do not enter any business relationships with clients, their relatives or friends. I do not accept gifts. I will not acknowledge your presence when we meet in the community unless you come to me first (for confidentiality reasons, not because I try to be rude).

RECORD KEEPING

I store documents in electronic format, according to HIPAA regulations, locked up and password protected. I will store them for 7 years after the termination of our therapeutic relationship or, if a minor now, 7 years after your age of majority. After that, I will destroy all your records.

During the available time, you have the right for a copy of your protected records for a reasonable copying fee in return for a signed Authorization to Release Confidential Information. However, I have the right to withhold detailed records if I suspect that those records will harm you, in which case I will provide you with a summary of your treatment. Please allow me 10 business days to produce your required records. I will have to obtain an Authorization from each party of your treatment (partner or family).

For further information on my record-keeping practices, please consult my Notice of Privacy Practices that is available on my website: majapsychotherapy.com under "Documents". If you request, I can provide you with a hard copy of this policy.

With your signature here you acknowledge that you understand and agree to the points on this Informed Consent v05/31/2019. You also understand that you have the right to ask questions and discuss any of these points at any time with Marianna.

Print + Signature _____ Date _____

Print + Signature _____ Date _____

If someone signs this document on behalf of the client, please indicate the name of the person for whom you are signing and the relationship to that person.

Private Pay only:

I am aware that Marianna accepts Kaiser Permanente, Blue Shield of CA, CalOptima, and Western Health through Magellan, as well as CalVCB as reimbursement for therapy but **I wish to waive my rights to use my insurance** in order to maintain complete confidentiality over my therapy records. I understand that the mandatory and permitted exceptions to this confidentiality still apply.

Print + Signature _____ Date _____

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