

Jacqueline Paul, LCSW
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408-335-0108

PRACTICE POLICIES

APPOINTMENTS AND CANCELLATIONS Please remember to cancel or reschedule 48 hours in advance. You will be responsible for the entire fee if cancellation is less than 48 hours.

The standard meeting time for psychotherapy is 50 minutes. Requests to change the 50-minute session needs to be discussed with the therapist in advance.

A \$10.00 service charge will be charged for any checks returned for any reason for special handling.

Cancellations and re-scheduled sessions will be subject to a full charge if NOT RECEIVED AT LEAST 48 HOURS IN ADVANCE. This is necessary because a time commitment is made to you and is held exclusively for you. If you are late for a session, you may lose some of that session time.

TELEPHONE ACCESSIBILITY If you need to contact me between sessions, please leave a message on my voicemail. I am often not immediately available; however, I will attempt to return your call within 24 hours. Please note that Face- to-face sessions are highly preferable to phone sessions. However, in the event that you are out of town, sick or need additional support, phone sessions are available. If a true emergency situation arises, please call 911 or any local emergency room.

SOCIAL MEDIA AND TELECOMMUNICATION Due to the importance of your confidentiality and the importance of minimizing dual relationships, I do not accept friend or contact requests from current or former clients on any social networking site (Facebook, LinkedIn, etc). I believe that adding clients as friends or contacts on these sites can compromise your confidentiality and our respective privacy. It may also blur the boundaries of our therapeutic relationship. If you have questions about this, please bring them up when we meet and we can talk more about it.

ELECTRONIC COMMUNICATION I cannot ensure the confidentiality of any form of communication through electronic media, including text messages. If you prefer to communicate via email or text messaging for issues regarding scheduling or cancellations, we will do so. While we may try to return messages in a timely manner, we cannot guarantee immediate response and request that you do not use these methods of communication to discuss therapeutic content and/or request assistance for emergencies.

Services by electronic means, including but not limited to telephone communication, the Internet, facsimile machines, 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 you and your therapist chose to use information technology for some or 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 interventions based not only on direct verbal or auditory communications, written reports, and third person consultations, but also from direct visual and olfactory observations, information, and experiences. When using information technology in therapy services, potential risks include, but are not limited to the therapist's inability to make visual and olfactory observations of clinically or therapeutically potentially relevant issues such as: your physical condition including deformities, apparent height and weight, body type, appearance relative to social and cultural norms or standards, gait and motor coordination, posture, work speed, any noteworthy mannerism or gestures, physical or medical conditions including bruises or injuries, basic grooming and hygiene including appropriateness of dress, eye contact (including any changes in the 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 he or she would consider important information, that you may not recognize as significant to present verbally to the therapist.

MINORS If you are a minor, your parents may be legally entitled to some information about your therapy. We will discuss with you and your parents what information is appropriate for them to receive and which issues are more appropriately 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 the treatment. We may terminate treatment after appropriate discussion with you and a termination process if we determine that the psychotherapy is not being effectively used or if you are in default on payment. We will not terminate the therapeutic relationship without first discussing and exploring the reasons and purpose of

terminating. If therapy is terminated for any reason or you request another therapist, we will provide you with a list of qualified psychotherapists to treat you. You may also choose someone on your own or from another referral source.

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

PAYMENT/LEGAL PROCEEDINGS

My hourly fee is \$195 for psychotherapy. Payment is due at the time of the visit by personal check, cash, or credit card. I do not accept insurance but can provide you with a super bill to provide to your insurance. You are responsible for the entirety of cost of the session and will receive any reimbursements from your insurance, if applicable. In addition to weekly appointments, I charge this amount for other professional services, which may include report writing, telephone conversations lasting longer than 10 minutes, attendance at meetings with other professionals you have authorized, preparations of records or treatment summaries, and any other service you may request of me. If you become involved in legal proceedings which require my participation, you will be expected to pay for my professional time even if I am called to testify by another party. Fee schedule for legal matters appears below:

- Preparation time (including submission of records): \$225/hr
- The minimum charge for a court appearance: \$1500
- A retainer of \$1500 is due in advance. If a subpoena or notice to meet attorney(s) is received without a minimum of 48-hour notice there will be an additional \$250 "express" charge. Also, if the case is reset with less than 72 business hours notice, then the client will be charged \$500 (in addition to the retainer of \$1500).

I can provide you with a monthly statement of accounting if requested. Jacqueline Paul, LCSW reserves the right to use legal means to secure payment beyond 60 days past due, which may involve a collection agency.

AFTER-HOURS EMERGENCIES:

Please note that I do not provide crisis services and there is no clinician on call 24-hours a day. Should you encounter a mental health emergency I urge you to call 911, proceed to your nearest emergency room, or contact Uplift Mobile Crisis Program at (408) 379-9085 (for minors).

RECORDS

Although it is my goal to protect the confidentiality of your records, there may be times when disclosure of your records will be compelled by law. Confidentiality and its exceptions are discussed below and in the HIPAA Notice Form. In the event that law requires the disclosure of your records, you will be responsible for and shall pay any costs involved in producing the records and for the time involved in preparing for and giving testimony. Such payments are to be made at the time or prior to the time these services are rendered.

In the event of your death, your records may become the property of the executor of your estate, legal guardian, or next-of-kin, whichever is applicable. There are no legal restrictions on their use of your records. It may be possible to specify restrictions in a legal will (please consult your attorney). California Licensed Social Workers are required to maintain adult records for seven years after the late date of services, and to keep juvenile records for seven years after the client reaches the age of 18. Hard copy records are stored in a safe, locked place that is reasonably protected from theft, intrusion, damage, and unauthorized access.

COVID-19

Your safety is my priority. Please do not come into the office if you have experienced signs/symptoms of COVID-19, have had a fever in the last 72 hours, and/or have been in contact with someone diagnosed with COVID-19 in the past 30 days. I adhere to the regulations set forth by Santa Clara County. Our office has provisions to practice social distancing. Universal masking is also a requirement. Please discuss any concerns you have about this unique situation with me directly.

BY CLICKING ON THE CHECKBOX BELOW I AM AGREEING THAT I HAVE READ, UNDERSTOOD AND AGREE TO THE ITEMS CONTAINED IN THIS DOCUMENT.