

Dr. Cara Jean Emes
Ph.D. Licensed Psychologist CA PSY 26217
Counseling & Psychological Services
Phone: 559-425-4150; Fax: 559-324-8411

613 Harvard Ave., Suite 202
Clovis, CA 93612-1186
Email: cara@emes.sprucecare.com
Web: www.carajejanemes.com

Welcome to my practice! This form contains important information about my professional services and business policies included in my informed consent. It also contains Notices of Policies and Practices (NPP) and summary information about the Health Insurance Portability and Accountability Act (HIPAA), a federal law that provides privacy protections and patient rights regarding the use and disclosure of your protected health information used for the purpose of treatment, payment, and health care operations. There are two important identified sources of information included in this document for your review and signature:

1) Informed Consent for Treatment & 2) Notice of Policies and Practices (NPP) to Protect the Privacy of Your Health Information (HIPAA)

If you have any questions about anything within this document, I encourage you to bring them up when we meet. When you sign this form, it will represent that you have had an opportunity to ask any questions and have those questions answered to your satisfaction. When you sign this form, it will represent an agreement between us. You may revoke this agreement in writing at any time. That revocation will be binding on me with the following exceptions: I have acted in reliance on it, if there are obligations imposed by your health insurer to process or substantiate claims made under your policy, or if you have not satisfied any financial obligations incurred.

1) Informed Consent for Treatment

Confidentiality: I adhere to the provisions of California law, which protects the confidentiality of your treatment. In most situations, I can only release information about your treatment to others if you sign a written Authorization form that meets certain legal requirements imposed by HIPAA and/or California law. However, there are some situations in which I am legally obligated to take actions to protect people from harm. In these situations, I may have to reveal some information about your treatment. If any of these situations arise, I will make every effort to fully discuss it with you before acting and I will limit my disclosure to what is legally or ethically necessary. These situations include the following:
Imminent Danger: When there is a clear and present danger to someone's life (suicidal threats, homicidal threats, or investigations of homicide).
Child Abuse: If I, in my professional capacity, have reasonable cause to believe a child may be an abused child, a neglected child, or the victim of mental suffering/emotional endangerment.
Adult and Dependent Abuse: If I, in my professional capacity, have reason to believe physical abuse, abandonment, abduction, isolation, financial abuse, or neglect of an elder or dependent adult has occurred.
Court Orders: When information is subpoenaed by a court of law and a court order is issued.

In addition to the above legal obligations, no Authorization is required in the following situations:

Email Communication: If you elect to communicate with me via email, please be aware that email is not considered a confidential medium of communication. (I recommend communicating with me directly using the secure communication platform Spruce, downloadable at the following link: <https://spruce.care/carajejanemesphd>).

Text Message Communication: If you elect to communicate with me via text message, please be aware that texting is not considered a confidential medium of communication. (I recommend communicating with me using the secure communication platform Spruce, downloadable at the following link: <https://spruce.care/carajejanemesphd>).

Consultation: I find it helpful to consult with other mental health professionals about my work. I do not reveal the identity of my patients, and I use the consultation to gain perspective on my assessment and treatment. The professionals with whom I consult are also legally bound to keep the information confidential.

Court Orders: If you are involved in a court proceeding and a request is made for information concerning your diagnosis and treatment, such information is protected by the psychologist-patient privilege law. I cannot disclose any information without a court order, but sometimes courts issue such orders. If you are involved in or contemplating litigation, you should consult with your attorney to determine whether a court would be likely to order me to disclose.

Health Oversight Activities: If a government agency requests information for health oversight activities, I may be required to provide it to them.

Lawsuits: If you file a complaint or lawsuit against me, I may disclose relevant information to defend myself.

Worker's Compensation: If you file a worker's compensation claim, and I am rendering treatment or services in accordance with the provisions of California Workers' Compensation law, I must, upon appropriate request, provide a copy of your Clinical Records to your employer or his/her appropriate designee. Of note, my practice does not engage in worker's compensation cases and if this is part of your treatment need, you will be referred to another provider.

Consent to Use and Disclose Your Health Information: When I assess, test, diagnose, treat, or refer you, I will be collecting "protected health information" (PHI) about you. This information will be used in my office to decide on what treatment is best for you and to provide treatment to you. I may also share this information with other mental and medical health professionals (e.g., your primary care physician, your psychiatrist) to help provide other treatment to you. By signing this form, you are agreeing to let me use your PHI and to send it to others for the purposes described above.

Office Hours: Hours are by appointment only. Usually, once we have agreed upon an appointment time, this will remain your regular appointment day/time unless we specify otherwise.

Emergencies: If you have an emergency, you should contact emergency resources by calling 911 or going to the nearest emergency room. I monitor my messages frequently, but I do not use a back-up answering service. Therefore, it is not usually possible to reach me quickly for an emergency. If you need extra help during a crisis, please bring that to my attention so we can make specific plans.

Telephone Calls, Emails, & Text Messages: I have voicemail, email, and secure text messaging but I am often not immediately available to be in contact with you outside of your regular appointment time as I am usually in session. I typically return calls, texts, and emails within 72 hours

_____ Initial Here - Consent & Agreement

unless specified otherwise. Calls, texts, and emails received on weekends or holidays will normally be responded to the following business day. (I recommend communicating with me using the secure communication platform Spruce, downloadable at the following link: <https://spruce.care/carajejanemesphd>)

Telehealth Services: I provide telehealth treatment via the telephone or an online secure Zoom platform. My telehealth services are provided as a direct pay service only and are not submitted through insurance. If you are interested in telehealth, there is a supplemental informed consent form for you to complete, specifically for telehealth services. Please inform me if you want to initiate telehealth.

Risks & Considerations of Using Text/Email to Communicate: You agree to receive (you "opt in" to receiving) SMS text messages and emails from my practice related to services I provide to you. Message and data rates may apply, and message frequency varies. You may text STOP at any time to opt out of receiving SMS text messages and emails. You may text HELP at any time to receive help. I will use reasonable means to protect the security and confidentiality of information sent and received between us. (I recommend communicating with me using the secure communication platform Spruce, downloadable at the following link: <https://spruce.care/carajejanemesphd>). If you choose not to utilize the Spruce secure messaging, I cannot guarantee the security of communication and I am not liable for improper disclosure of confidential information that is not caused by intentional misuse. Transmitting information by email and text message without a secure, protected platform has risks and responsibilities that you should consider before using these communications. These include, but are not limited to, the following:

- Email/text is to be used for general information only (e.g., appointment scheduling/rescheduling). Do not use it for medical emergencies, time sensitive matters, or for sharing non-general medical/psychological information.
- Email/text is not a substitute for the care provided during a session; an in-person appointment should be made to discuss any new issues as well as any sensitive information.

Email/text is not considered a confidential medium of communication:

- Email/text can be forwarded and stored in numerous paper and electronic files.
- Email/text can be accidentally received by unintended recipients.
- Email/text can be used as evidence in court.
- Backup copies of email/text may exist even after the sender/recipient has deleted his or her copy.
- Employers and online services may archive and inspect emails/texts transmitted through their services.

Social Media Sites: The Internet and technology are ever evolving, and it is important to understand how I conduct myself on the Internet as a licensed psychologist and how you can expect me to respond to various interactions that may occur on the Internet. I do not accept friend requests, contact requests, follow requests, or direct messages from current or former patients on any social networking site (Instagram, LinkedIn, Facebook, Twitter, etc.). Social media sites may compromise your confidentiality, compromise our respective privacy, and/or blur the boundaries of our professional, therapeutic relationship. Please do not use messaging on social networking sites to contact me as these sites are not secure or confidential.

Business Review Sites: You may find my psychology practice on business review sites such as Healthgrades, Google Business, Yelp, YellowPages, or other sites which list businesses. Some of these sites include forums in which users rate their providers and add reviews. Some of these sites automatically add listings regardless of whether the business has added itself to the site. If you should find my listing on any of these sites, please know that my listing is not a request for a testimonial, rating, or endorsement from you as my patient. Of course, you have a right to express yourself on any site you wish but it is not a confidential form of communication and there is a possibility I may never see the feedback. All information available on my website (www.carajejanemes.com) is accessible and you may send me a message via my website.

Professional Records: The laws and standards of my profession require that I keep Protected Health Information about you in your Clinical Records. I maintain these records in a locked secure location and my electronic files are secured in a fully encrypted database. You may examine and/or receive a copy of your Clinical Records if you request it in writing. Because these are professional records, they can be misinterpreted and/or upsetting to untrained readers. For this reason, I recommend that you initially review them in my presence or have them forwarded to another mental health professional so you can discuss the contents. In most circumstances, I charge a copying fee of \$0.25 per page (and for certain other expenses). I may deny your access to your Clinical Records under certain circumstances, but in some cases, you may have this decision reviewed. On your request, I will discuss with you the details of the request and denial process.

Fees, Billing, & Payments: My fee for services is \$200 regardless of whether it is an individual, couples/marriage, family, or group therapy session. In addition to therapy appointments, I charge this amount for other professional services you may need. Other services include report writing, consulting with other professionals with your permission, preparation of records or treatment summaries, and the time spent performing any other service you may request of me. I collect payment for each session/service on the day services are rendered. If you become involved in legal proceedings that require my participation, you will be expected to pay for all my professional time, including preparation and transportation costs, even if I am called to testify by another party. I charge \$200 per hour for preparation and attendance at any legal proceeding.

Missed Appointments & Cancellations: I require a minimum of 24 hours advance notice for cancellations. A fee of \$200 will be charged for missed appointments and late cancellations on the same day of the missed appointment. These charges are not covered by insurance. More information about this is included on my Billing Authorization Form for your review and signature.

Returned Checks & Unpaid Charges: Should you pay by check and should the check be returned for any reason a \$25.00 service fee will be charged to your account. Any unpaid balance over 60 days is subject to late charges unless other terms have been negotiated. Should your account become delinquent, overdue charges, collection fees, attorney fees, and court costs may be added to the outstanding balance. I use a collection service for unpaid accounts of more than 60 days unless a repayment plan has been negotiated and followed.

Insurance: To determine if you have mental health coverage through your health insurance provider, you should contact your insurance carrier to confirm benefits. Due to the rising costs of health care, insurance benefits have become increasingly more complex. It is sometimes difficult to determine exactly how much mental health coverage is available. "Managed Health Care" plans such as HMOs and PPOs sometimes require authorization before they provide reimbursement for mental health services. Check your coverage carefully and make sure you understand their answers. I will provide you with whatever assistance I can in helping you receive the benefits to which you are entitled; however, you, not your insurance company, are financially responsible for any balances not covered by insurance.

2) Notice of Policies and Practices (NPP) to Protect the Privacy of Your Health Information (HIPAA)

THIS NOTICE DESCRIBES HOW PSYCHOLOGICAL AND MEDICAL INFORMATION ABOUT YOU MAY BE USED AND DISCLOSED AND HOW YOU CAN GET ACCESS TO THIS INFORMATION. PLEASE REVIEW IT CAREFULLY.

The Health Insurance Portability and Accountability Act (HIPAA) requires that all medical records and other information in your health record that could identify you be kept properly confidential. This confidentiality applies to all forms of disclosure of protected health information, whether electronically, on paper, or orally. This Act also gives you, the patient, significant rights to understand and control how your health information is used, and penalties for entities that misuse personal health information. This form summarizes the details of your rights and my responsibilities.

Protected Health Information (PHI) refers to information in your health record that could identify you. PHI may not be used or disclosed in violation of HIPAA. Included in this Notice, you will be asked to sign a **consent form** to allow me to use and disclose your PHI in accordance with HIPAA. I need information about you and your health to provide care to you. You must agree to let me collect the information, use it, and disclose it to care for you properly. Therefore, you must sign the consent form before the onset of treatment.

Definitions:

Use. Use applies only to activities within my office (sharing, employing, applying, utilizing, examining, and analyzing information that identifies you).

Disclosure. Disclosure applies to activities outside of my office, such as release, transferring, or providing access to information about you to other parties.

Consent. Consent is your advance permission for various disclosures of patient information to third parties.

Authorization. Authorization is your written permission to disclose confidential mental and medical health information. All authorizations to disclose must be on a specific legally required form. I typically request your permission for these disclosures at the start of treatment but may request additional authorizations if your circumstances suggest the importance of further disclosure.

The law gives you rights to know about your PHI, to know how it is used, and to have a say in how it is shared. I will primarily use and disclose your PHI for routine purposes to provide for your care, and I will explain more about this below. For other uses, I must tell you about them and ask you to sign a written authorization form. However, the law says that there are some uses and disclosures that don't need your consent or authorization. Except in some special circumstances, when I use your PHI in this office or disclose it to others, I share only the **minimum necessary** PHI needed for those other people to do their jobs. Listed below are the different categories of my uses and disclosures.

Uses and Disclosures for Treatment, Payment, and Health Care Operations: I am permitted to use and disclose your PHI to you (the patient), as authorized by you, and for treatment, payment, or health care operations purposes.

For treatment. Treatment is when I provide, coordinate, or manage your health care and other services related to your health care. An example of a treatment related disclosure would be when I consult with another health care provider, such as your family physician or another psychologist.

For payment. Payment is when I obtain reimbursement for your healthcare. Examples of payment related disclosure are when I disclose your PHI to your health insurer to obtain reimbursement for your health care or to determine eligibility for coverage.

For health care operations. Health care operations are activities that relate to the performance and operation of my practice. Examples of health care operations related disclosures are quality assessment and improvement activities, consultation supervision with colleagues, business-related matters such as audits and administrative services, and case management and care coordination.

Uses and Disclosures Requiring Your Consent and Authorization: I may use or disclose PHI for purposes outside of treatment, payment, or health care operations when your appropriate authorization is obtained. In those instances when I am asked for information, I will obtain an authorization from you before releasing this information. I will also need to obtain an authorization before I release your Psychotherapy Notes.

Psychotherapy notes. Psychotherapy notes are notes I have made during an individual, group, joint/couples/marital, or family session, which are kept separate from the rest of your medical record. These notes are given a greater degree of protection than PHI.

You may modify or revoke all such authorizations at any time in writing; however, the modification or revocation is not effective until I receive it and it is not retroactive. You may not revoke an authorization to the extent that (1) I have relied on that authorization; or (2) if the authorization was obtained as a condition of obtaining insurance coverage, law provides the insurer the right to contest the claim under the policy.

Uses and Disclosures Requiring Neither Your Consent or Authorization: I may be required to use or disclose PHI without your consent or authorization in the following circumstances:

Child Abuse. If I, in my professional capacity, have reasonable cause to believe a child may be an abused child, a neglected child, or the victim of mental suffering/emotional endangerment, I must report this belief to the appropriate authorities.

Adult and Domestic Abuse. If I, in my professional capacity, have observed or have knowledge on an incident that reasonably appears to be physical abuse, abandonment, abduction, isolation, financial abuse, or neglect of an elder or dependent adult, or if I am told by an elder or dependent adult that he or she has experienced these or if they reasonably suspect such, I must report the known or suspected abuse immediately to the local ombudsman or the local law enforcement agency.

Health Oversight Activities. I may disclose protected health information regarding you to a health oversight agency for oversight activities authorized by law, including licensure or disciplinary actions. If a complaint is filed against me with the California Board of Psychology, the Board has the authority to subpoena confidential mental health information from me relevant to that complaint.

Judicial and Administrative Proceedings. If you are involved in a court proceeding and a request is made for information by any party about your evaluation, diagnosis, and treatment and the records thereof, such information is privileged under state law, and I must not release such information without (1) your written authorization or the authorization of your attorney or personal representative, (2) a court order, or (3) a subpoena duces tecum (a subpoena to produce records) where the party seeking your records provides me with a showing that you or your attorney have been served with a copy of the subpoena, affidavit and the appropriate notice, and you have not notified me that you are bringing a motion in the court to quash (block) or modify the subpoena. The privilege does not apply when you are being evaluated by a third party or where the evaluation is court-ordered. You must be informed in advance if this is the case.

Serious Threat to Health or Safety. If you communicate to me a specific threat of imminent harm against an identifiable victim, or if I believe that there is clear, imminent risk of physical violence to an identifiable victim, I may make reasonable disclosures that I believe are necessary to protect that individual from harm. If I believe that you present an imminent, serious risk of physical injury or death to yourself, I may release relevant information as necessary to prevent the threatened danger.

Worker's Compensation. If you file a worker's compensation claim in which you claim a mental health injury, I must furnish a report to your employer. I will incorporate my findings about your injury and treatment within five working days from the date of your initial examination, and at subsequent intervals as may be required by the Worker's Compensation Commission to determine your eligibility for worker's compensation.

Patient's Rights and Psychologist's Duties:

Patient's Rights:

Right to Request Restrictions. You have the right to request restrictions on certain uses and disclosures of protected health information about you. However, I am not required to agree to a restriction you request. If I do agree to a restriction, I am bound not to use or disclose your PHI in violation of such restriction, except in certain emergency situations. I will not accept a request to restrict uses or disclosures that are otherwise required by law.

Right to Receive Confidential Communications by Alternative Means and at Alternative Locations. You have the right to request and receive confidential communications of PHI by reasonable alternative means and at alternative locations. (For example, you may not want a family member to know that you are seeing me. On your request, I will send your bills to another address.)

Right to Inspect and Copy. You have the right to inspect or obtain a copy (or both) of PHI in my mental health and billing records used to make decisions about you for as long as the PHI is maintained in the record. I may charge you a reasonable cost-based fee for copying (\$0.25 per page), postage, and mailing, and if you request a summary of your PHI in lieu of the records, I may charge a fee to cover the costs of preparing that summary. I may deny your access to PHI under certain circumstances, but in some cases, you may have this decision reviewed. On your request, I will discuss with you the details of the request and denial process.

Right to Amend. You have the right to request an amendment of PHI for as long as the PHI is maintained in the record. I may deny your request. On your request, I will discuss with you the details of the amendment process.

Right to an Accounting. You generally have the right to receive an accounting of disclosures of PHI that have been made within the six years prior to your request, for which you have neither provided consent nor authorization (as described above in this Notice). I am not required to report disclosures that occurred prior to April 14, 2003. On your request, I will discuss with you the details of the amendment process.

Right to a Paper Copy. You have the right to obtain a paper copy of the Notice from me upon request, even if you have agreed to receive the Notice electronically.

Psychologist's Duties:

I am required by law to maintain the privacy of PHI and to provide you with a notice of my legal duties and privacy practices with respect to PHI. I reserve the right to change the privacy policies and practices described in this notice. Unless I notify you of such changes, however, I am required to abide by the terms currently in effect. If I revise my policies and procedures and you are still actively in treatment, I will mail you a copy or provide you with an updated copy of the procedures at your next visit.

Effective Date: This notice originally went into effect in my practice on 3/1/15 and has been reviewed and updated as of 6/2/25.

Amendments: I reserve the right to revise or amend the terms of this Notice and my privacy policies at any time. Before I make any changes to my policies, I will promptly change this Notice and post a new copy of it on my website at www.carajejanemes.com. You may request a copy of this Notice from me, or you may view a copy of it in my office. If you have any questions, I am happy to help you understand my procedures and your rights. In addition, you may access information here: <http://www.hhs.gov/ocr/privacy/hipaa/understanding/consumers/index.html>.

Complaints: If you are concerned that I have violated your privacy rights, or you disagree with a decision I made about access to your records, you may contact me as I am my own Privacy Officer. You may also send a written complaint to the following address: U.S. Department of Health and Human Services, Office for Civil Rights; 50 United Nations Plaza; Room 322; San Francisco, CA 94102; Phone 415-437-8310; Fax 415-437-8329.

Notice to Consumers: The Department of Consumer Affairs' Board of Psychology receives and responds to questions and complaints regarding the practice of psychology. If you have questions or complaints you may contact the Board on the internet at www.psychboard.ca.gov, by emailing bopmail@dca.ca.gov, calling 866-503-3221, or writing: Board of Psychology; 1625 North Market Blvd. Suite N-215; Sacramento, CA 95834.

Patient Acknowledgment & Agreement: Your initialing of each of the four (4) pages of this document and your signature below indicates that you have read and fully understand the information in this document, you have discussed with me and had answered any questions you had, and you agree to abide by the terms of this document during our professional relationship.

Your signature below acknowledges that you have read and had the opportunity to discuss my Informed Consent for Treatment and Notice of Policies and Practices to Protect the Privacy of Your Health Information (most recently updated 2/7/23), which explains in detail what your rights are and how I can use and share your information. In addition, your signature acknowledges that I offered you a copy of this form. This form will be kept in your file, and you may have a copy if you would like.

Your Printed Name

Your Signature

Date Signed

Parent/Guardian Signature (if patient is under age 18)

Date Signed