

Blaise Rastello, LCSW, LAC

Mandatory Disclosure and Informed Consent

*Please **read carefully, sign, and submit to me** before our first appointment. All questions are welcomed and contact me any time if you need clarification*

This document is intended to provide important information to you regarding you, your minor child, and/or family's treatment. Please read the entire document carefully and be sure to ask any questions that you may have regarding its contents.

The Therapy Process-What to Expect

This document was created to support your understanding regarding the therapy process, highlighting my methods as a Licensed Clinical Social Worker in the states of Colorado and California, and a Licensed Addiction Counselor (LAC) in the state of Colorado working with you and/or your family. As your therapist I am here to support and collaborate with you on achieving the goals you set for yourself (including minors seeking treatment per their request (ages 12 and older), with your family (as apart of family therapy), and/or due to parental concerns regarding their minor child). My highest priority as I support you in achieving your goals is to keep you safe, both physically and emotionally. Therapy can be a deep and rewarding experience which may increase feelings of vulnerability as you open up and share. Therefore, the information gathered, starting at the first phone call and continuing through termination, is kept confidential except in three arenas, as mandated by law and the California Board of Behavioral Sciences and the Department of Regulatory Agencies in Colorado, which are the licensing entities I operate under. These include: **1. Suspected Child and/or Elder/Dependent Abuse 2. Danger to yourself or to others 3. Or in rare cases where your records have been subpoenaed.** If any of the above situations arises I will you and I will collaborate on the appropriate steps that need to be taken.

Listed below is the overall process of therapy, and gives you a template of what to expect out of therapy with me, starting with the initial intake and continues to the end of therapeutic services. Along the way you may need additional support, such as medical evaluation or psychological testing, in which case I can provide you with referrals for you to seek out, in order to get additional assistance.

The stages for Treatment

I. Intake: Assess for Immediate Concerns (risk factors and Crisis), Goodness of Fit, Management and Practice Issues, and Developing Therapeutic Frame work

II. Early Stage: Assessment, Goal Setting, Identifying Resources/Referrals

III. Middle Stage: Goals and Interventions

IV. Final Stage: Late Stage (Prepare to cope for future, including relapse prevention and identifying supports) and Termination (Review progress and consolidation gains.)

My Educational Background & Experience

I am a registered Licensed Addiction Counselor license number ACD.0001086 and a Licensed Clinical Social Worker CSW. 09926473 in the State of Colorado. I am a Licensed Clinical Social Worker #100200 in the State of California. I earned my Masters in Social Work at Western New Mexico university (2017) I earned my Masters of Business at the University of Phoenix (1991). I earned my Bachelor of Science degree in Communications at Northern Arizona University (1978).

I have been an Addiction Tech and Direct Care Counselor at Substance Abuse Residential treatment for adolescents and adults in Colorado from 2014 through 2018. I worked as an Addictions Specialist and Environmental Worker in residential and outpatient treatment for the severely mentally ill population 2016 through 2022.

I currently work as a therapist offering Telehealth Sessions.

I worked as a 12 Step & Relapse Prevention facilitator in three inpatient treatment centers in Central America from November 2012 through April 2014.

I worked as a high school teacher in a boarding school for troubled teens in Tucson, AZ from 2003 until 2011.

Colorado Client Rights and Important Information

1. The practice of licensed or registered persons in the field of psychotherapy is regulated by the Mental Health Licensing Section of the Division of Professions and Occupations. The Board of Registered

Psychotherapists can be reached at 1560 Broadway, Suite 1350, Denver, Colorado 80202, (303) 8947800. As to the regulatory requirements applicable to mental health professionals:

- Certified Addiction Technician (CAT) must be a high school graduate, complete required training hours and 1,000 hours of supervised experience.
- Certified Addiction Specialist (CAS) must complete additional required training hours and 2,000 hours of supervised experience, must have a bachelor's degree in behavioral health. Licensed Addiction Counselor must have a clinical master's degree and meet the CAS requirements and 3,000 hours of supervised experience.
- Licensed Social Worker must hold a master's degree in social work.
- Psychologist Candidate, a Marriage and Family Therapist Candidate, and a Licensed Professional Counselor Candidate must hold the necessary licensing degree and be in the process of completing the required supervision for licensure.
- Licensed Clinical Social Worker, a Licensed Marriage and Family Therapist, and a Licensed Professional Counselor must hold a master's degree in their profession and have two years of postmasters supervision.
- A Licensed Psychologist must hold a doctorate degree in psychology and have one year of postdoctoral supervision.

2. Generally speaking, the information provided by and to the client during therapy sessions is legally confidential and cannot be released without the client's consent. There are exceptions to this confidentiality, some of which are listed in section 12-43-218 of the Colorado Revised Statutes as well as other exceptions in Colorado and Federal law. For example, mental health professionals are required to report suspected child abuse to authorities. If a legal exception arises during therapy, if feasible, you will be informed accordingly. The Mental Health Practice Act (CRS 12-43-101, et seq.) is available at: <https://dpo.colorado.gov/UnlicensedPsychotherapy/Applications>.

3. In a professional relationship, sexual intimacy is never appropriate and should be reported to the board that licenses, registers, or certifies the licensee, registrant or certificate holder.

4. You are entitled to receive information from your therapist about the methods of therapy, the techniques used, the duration of your therapy (if known), and the fee structure. You can seek a second opinion from another therapist or terminate therapy at any time.

5. Generally speaking, the information provided by and to a client during therapy sessions is legally confidential. If the information is legally confidential, the therapist cannot be forced to disclose the

information without the client's consent.

Information disclosed to a licensed psychologist, licensed social worker, licensed professional counselor, licensed marriage and family therapist, licensed or certified addiction counselor, or an unlicensed psychotherapist is privileged communication and cannot be disclosed in any court of competent jurisdiction in the State of Colorado without the consent of the person to whom the testimony sought relates.

Any information shared during a session is kept confidential. From time to time, I also consult with colleagues, but in these circumstances, clients are not identified by name. Your signature below constitutes your permission for such consultations. I will not testify in court on any case, if asked, due to the damage this can do to the therapeutic relationship.

Communication & Confidentiality

Privacy and confidentiality is a very important concern for all those who come to this office, as a part of the building of the therapeutic relationship, which enhances feelings of safety needed to progress on treatment goals. As a part of treatment, I gather information, both past and present, which is relevant for your therapeutic services. Some of this information is sensitive in nature while other information is not. This may include but is not limited to: medical history, substance use/abuse, physical, sexual abuse, education and employment etc. This information may also include previous records provided by other mental health or medical doctors. All of this is considered your Protective Health Information.

Although health care records in my office are my physical property, the information belongs to you. You can read my records, and if you want a copy, I can make one for you (but I may charge you for the costs of copying and mailing, if you want it mailed to you). In some very rare situations, you cannot see all of what is in my records. If you find anything in my records that you think is incorrect or believe that something important is missing, you can ask me to amend (add information to) my records, although in some rare situations I don't have to agree to do that. Except in some special circumstances, when I use your PHI in this office or disclose it to others, I share only the minimum necessary as related to your treatment, and is not disclosed without prior authorization provided by you. This includes individual, family, or group therapy; psychological, educational, or vocational testing; teaching staff and school personnel (usually with regards to minors) treatment planning; or measuring the benefits of my services. With your written consent,

I may share PHI with others who provide treatment to you, such as your personal physician. If you are being treated by a team, I can share some PHI with the team members, so that the services you receive will work best together.

Uses and disclosures that **DO NOT** require consent or authorization, as required by law as a mandate:

- If I reasonably suspect abuse or neglect, of a child (under 18), dependent adult (18-64), and/or elder (age 65+) I am legally required to report these suspicions to Child Protective Services and/or Adult Protective Services respectively. If a minor discloses to me, or another individual, that they have been physically or sexually abused, I am required to notify Child Protective Services immediately by phone and within 48 hours of receiving the information written documentation is provided to Child Protective Services. Although this is a mandated report, ethically I would like to discuss the impact this report will have upon all the affected relationships.
- Similarly, if I suspect abuse and/or neglect of a dependent adult (ages 18-64) or Elder (65 and older) I will notify Adult Protective Services immediately and file a written report within 36 hours as mandated by law. Again, ethically, I believe it is important that we communicate about the effects upon the various relationships in order to promote safety and healing.

- To prevent a serious threat to health or safety, for yourself or for someone else. For example, if I come to believe that there is a serious threat to your health or safety during our session, I can disclose some of your PHI to contact emergency personnel, 911 or if threat to harm another that person, if I know who the threat is.
- If you are involved in a lawsuit or legal proceeding, and I receive a subpoena, discovery request, or other lawful process.
- As an accounting of disclosures, I have made when I disclose PHI, I may keep some records of whom I sent it to, when I sent it, and what I sent. You can get an accounting (a list) of many of these disclosures.

Initial _____ Date _____

Minors & Confidentiality:

Children under 18 years of age are considered minors and starting at age 12 (or otherwise having the mental capacity for consenting for their own treatment) they are allowed to consent for their own treatment. Parents of minors have a right to their child's PHI at any time, however, there are times when it is in the best interest of the minor that discussions in therapy are kept confidential between the minor and therapist. This is especially important for preteens and adolescence. When the adolescent client believes there is confidentiality in therapy, the therapeutic relationship is strengthened and they are confident to disclose personal information which can aid them in making progress on therapeutic goals in session. More importantly confidentiality between therapist and your minor child is important when it comes to addressing goals, which often require a sense of safety, trust and a nonjudgmental stance, whereby the minor can learn to utilize critical thinking and problem-solving skills to manage their intense emotional experiences. If there is something you need to know, I first talk with the adolescent about how they want this information shared. For example, do they want to talk with you, me to talk to your, or we tell you together?).

Initial _____ Date _____

Electronic Correspondence

Email and texting are popular mediums of communication today and very convenient ways to handle administrative issues like scheduling, but neither are not 100% secure.

Some of the potential risks you might encounter if we email or text include:

- Misdelivery of email or text to an incorrectly typed address or phone number.
- Email accounts can be "hacked," giving a 3rd party access to email content and addresses.
- Email providers (i.e., Email, Comcast, and Yahoo) and phone providers (i.e., AT&T, Verizon) keep a copy of each email or text on their servers, where it might be accessible to employees, etc.

Email Policy: Email is a convenient way to maintain a stream of communication between clients, especially with parents who are not present during their child's individual session. In my experience, this ongoing communication is very beneficial for the client, guardians, and provider. If you agree to email as a mode of communication regarding scheduling and/or clinical issues, I will email in return.

Initial _____ Date _____

Texting Policy: Texting is acceptable, only to communication regarding non-clinical issues. These include topics such as scheduling an appointment, changing an appointment, notification of running late to an appointment, receipt requests, and directions to the office. Texts regarding clinical issues, such as a family issue, personal difficulties, etc., are not confidential per reasons stated above regarding phone companies and government's ability to intercept them. If you would like texting to be enabled between us, for clinical issues, despite the risks;

Initial _____ Date _____

(Failure to initial means you do not wish to text and therefore I will not respond to text messages related to clinical issues).

Social Media and the Internet

So much information about a person can be found online, either through company websites, social media, business reviews, and more. Knowing this I would like to address issues regarding boundaries with regards to social media and any other information online.

- I will NOT perform online researches on you or your family for the purpose of gathering personal information. This does not pertain to a client researching the professional background of a therapist and other service/practice information.
- Client and therapist will NOT request or agree to be “friends” on social media sites, including Facebook. Clients may “like” or “follow social media pages that are offered by the therapist as a part of their professional work.
- If a client follows the therapist on a professional social media site, comments should not indicate there is a client-therapist relationship. Any comments made that potentially disclose such a relationship will be removed immediately.
- Websites or social media sites that Jessica Lang, LMFT uses for professional purposes

Online Therapy

- Therapy will be conducted via a HIPPA compliant Video Chat Platform.
- Prior to our first online therapy appointment, I will send you an invitation to our session, which will include a link to download the program. Please note services are not provided through Skype/Facetime/etc., as they are not HIPAA compliant.
- In order for you to have privacy, it is important that you find a place (home, work, or another location) where you can participate in sessions without being interrupted or overheard. By signing this policy, you agree that you can secure such a location, free of other people, distractions, and interruptions, where you will have the ability to connect to the internet in order to engage in therapy sessions as scheduled.
- I am only legally allowed to conduct online therapy to clients who live in states where I am a licensed provider of mental health services. At time this only includes California, therefore if you do not legally reside in California or Colorado, we cannot conduct therapeutic sessions. Also, if you move out of the state of California or Colorado, I will be unable to continue providing online therapy services to you. (Please note for those living abroad this does not apply)
- Adding technology to the therapeutic relationship can lead to complications beyond the control of either the therapist or the client. If such technological problems (such as a lost internet connection) occur, the therapy session will continue by telephone. This will not change the amount of payment due for the session.

By signing this form, you agree that you understand that your insurance may not cover therapy sessions conducted online. This includes insurance companies that reimburse for out of network coverage. If you have a Health Savings Account or “flex account”, it may cover online therapy sessions but I am unable to guarantee that you will be reimbursed for the cost of therapy conducted online.

Initial _____ **Date** _____

Contract for Services

Fees: The cost for services are \$120.00 per 50 minute session and is to be paid at the time of services rendered or if approved billed once every month. and a \$85 per hour Insurance Rate (Verifiable Health Insurance)

I accept cash and credit cards as payment for psychotherapy services.

I will pro-rate my session fee for any additional time spent that is outside scheduled or planned session time. I do not accept insurance reimbursement. However, a receipt will be given to you and you may be able to obtain reimbursement from your insurance company according to your plan. All fees are ultimately your responsibility, even if your insurance

company fails to reimburse you. My policy for written reports, phone calls, summaries, consultations, etc. that are requested by you or by an insurance company/social service will also be charged at my hourly fee.

Initial _____ **Date** _____

*Acceptable methods of payment: cash, credit card, and PayPal

**I require a credit card or Paypal account to be held on file, which will be properly secured. I will require this information at the start of the therapeutic relationship and I will charge you at the time of session.

***If you are late for a session, you will be given the remainder of the session and will be charged for the full session.

****In order to secure your scheduled appointment (including the first appointment) I require a credit card or PayPal account. If you miss or cancel your first session without providing the 24 hour notice you will be charged the full fee for service

Initial _____ **Date** _____

Appointments & Cancellations

*Sorry no same-day appointments are offered, see below for emergency situations.

**A 24-hour advance notice is required for cancellations. If you cancel less than 24 hours before your appointment, or do not show for a scheduled appointment, you will be charged my FULL FEE (\$120) for that session. If you would like to make up the session later in the week then your no show will roll over and count towards that session. *Please note that I accept text messages and emails as a means for communication to cancel and/or (re)schedule appointments.

Initial _____ **Date** _____

Therapist Availability & Emergencies

Should you find yourself or a loved one in an emergency, please contact 911 immediately. Emergencies include, but may not be limited to, self-harm/suicidal thoughts, threats, and attempts; physical or psychological concerns of medication; fear of harming self or others; inability to keep yourself or family safe around aggressive or out-of-control behaviors or rage.

*If you call please leave a message and I will return your call within 2 business days.

**If your calling and it is an emergency please hang up and call 911. Please note I do not provide crisis counseling and will refer you to crisis intervention team.

As part of our contract for working together I require an emergency contact person that I may call in the event of an emergency (listed above)

Initial _____ **Date** _____

Emergency Contact Person: _____

Phone Number: _____

Email: _____

Termination of Services

If at any time during the course of your treatment I determine I cannot continue, I will terminate treatment and explain why this is necessary. Ideally, therapy ends when we agree your treatment goals have been achieved. Additional conditions of termination include:

- I. You have the right to stop treatment at any time. If you make this choice, referrals to other therapists can be provided and you will be asked to attend a final 'termination' session.
- II. Professional ethics mandate that treatment continues only if it is reasonably clear you are receiving benefit.
- III. Legal or ethical circumstances may arise which may compel me to terminate treatment. In these cases, appropriate referrals will be offered. Also, I do not diagnose, treat, or advise on problems outside the recognized boundaries of my competencies or scope of practice.
- IV. Other situations that warrant termination include, but are not limited to, regularly becoming enraged or threatening during session, bringing a weapon or illicit drug onto the premises, persistent drug abuse, arriving under the influence of drugs or alcohol, or disclosing illegal intentions or actions.

Thank you for taking the time before we meet to read this document carefully, and sign. If you have any questions or concerns, please contact me, via email or phone, and I will be happy to answer them.

I have read the preceding information, it has also been provided verbally, and I understand my rights as a client or as the client's responsible party.

Name	Signature	Date
-------------	------------------	-------------

If signed by Responsible Party, please state relationship to client and authority to consent: _____

Counselor	Date
------------------	-------------

Mailing Addresses:
PO Box 531314
San Diego, CA 92153-1314
Phone: 720-391-9951

4475 Broadway, Lot 51
Boulder, CO 80304
Phone: 720-391-9951

Website: yourhopehere.com

Statement of Therapeutic Orientation

I use **Humanistic Existential** therapy which is a kind of psychotherapy that promotes self-awareness and personal growth by stressing current reality and by analyzing and altering specific patterns of response to help a person realize his or her potential.

In addition, I employ the evidence-based practice of **Motivational Interviewing (MI)**, a therapeutic approach designed to help people identify their readiness, willingness, and ability to change and to make use of their own change-talk. MI is a collaborative, therapeutic conversation with clients that addresses the common problem of ambivalence for change. As defined by William Miller, the creator of MI, its purpose is to strengthen the client's own motivation for and commitment to change in a manner that is consistent with said client's values. Therefore, rather than imposing or forcing particular changes, we "meet the client where the client is" and help her/him move toward his/her goals by drawing out and building his/her readiness to change.

I completed a Trauma Informed Care Practitioner Certification program in 2017.

I completed a Cognitive Behavioral Therapy (CBT) Intensive Training Certification in 2020.

Since 2012 I have been using this orientation in a traditional psychotherapy setting in the treatment centers I worked in in Central America and Colorado between 2012 and 2022. I continue to use these therapeutic frameworks today with all of my clientele.