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### Client Information

Today's Date: \_\_\_\_\_ Your Name: \_\_\_\_\_

Date of Birth: \_\_\_\_\_ Gender: M / F Marital Status: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Occupation: \_\_\_\_\_ Best phone # to reach you: \_\_\_\_\_

Email address: \_\_\_\_\_

Alternative phone#: \_\_\_\_\_

Social Security #: \_\_\_\_\_

Emergency Contact (name, number, relation to you): \_\_\_\_\_

\_\_\_\_\_

How did you hear about me? \_\_\_\_\_

## **OUTPATIENT SERVICES CONTRACT**

Welcome to my practice. This document contains important information about my professional services and business policies. Please read it carefully and jot down any questions you might have so that we can discuss them at our next meeting. When you sign this document, it will represent an agreement between us.

### **PSYCHOLOGICAL SERVICES**

Psychotherapy is not easily described in general statements. It varies depending on the personalities of the psychologist and patient, and the particular problems you bring forward. There are many different methods I may use to deal with the problems that you hope to address. Psychotherapy is not like a medical doctor visit. Instead, it calls for a very active effort on your part. In order for the therapy to be most successful, you will have to work on things we talk about both during our sessions and at home.

Psychotherapy can have benefits and risks. Since therapy often involves discussing unpleasant aspects of your life, you may experience uncomfortable feelings like sadness, guilt, anger, frustration, loneliness, and helplessness. On the other hand, psychotherapy has also been shown to have benefits for people who go through it. Therapy often leads to better relationships, solutions to specific problems, and significant reductions in feelings of distress. But there are no guarantees of what you will experience.

Our first few sessions will involve an evaluation of your needs. By the end of the evaluation, I will be able to offer you some first impressions of what our work will include and a treatment plan to follow, if you decide to continue with therapy. You should evaluate this information along with your own opinions of whether you feel comfortable working with me. Therapy involves a large commitment of time, money, and energy, so you should be very careful about the therapist you select. If you have questions about my procedures, we should discuss them whenever they arise. If your doubts persist, I will be happy to help you set up a meeting with another mental health professional for a second opinion.

### **MEETINGS**

If psychotherapy is begun, I will usually schedule one 45-minute session (one appointment hour of 45 minutes duration) per week at a time we agree on, although some sessions may be longer or more frequent. Once an appointment hour is scheduled, you will be expected to pay for it unless you provide **24** hours advance notice of cancellation.

## **PROFESSIONAL FEES**

My hourly fee is \$200 for individual psychotherapy. My fee for working with couples is \$225. In addition to weekly appointments, I charge this amount for other professional services you may need, though I will break down the hourly cost if I work for periods of less than one hour. Other services include report writing, telephone conversations lasting longer than 15 minutes, attendance at meetings with other professionals you have authorized, preparation of records or treatment summaries, and the time spent performing any other service you may request of me. If you become involved in legal proceedings that require my participation, you will be expected to pay for my professional time. [Because of the difficulty of legal involvement, I charge \$200 per hour for preparation and attendance at any legal proceeding.]

## **BILLING AND PAYMENTS**

You will be expected to pay for each session at the time it is held, unless we agree otherwise. Payment schedules for other professional services will be agreed to when they are requested. [In circumstances of unusual financial hardship, I may be willing to negotiate a fee adjustment or payment installment plan.]

If your account has not been paid for more than 60 days and arrangements for payment have not been agreed upon, I have the option of using legal means to secure the payment. This may involve hiring a collection agency or going through small claims court. [If such legal action is necessary, its costs will be included in the claim.] In most collection situations, the only information I release regarding a patient's treatment is his/her name, the nature of services provided, and the amount due.

## **INSURANCE REIMBURSEMENT**

In order for us to set realistic treatment goals and priorities, it is important to evaluate what resources you have available to pay for your treatment. If you have a health insurance policy, I typically offer direct filing for insurance but require payment up front. You (not your insurance company) are responsible for full payment of my fees. It is very important that you find out exactly what mental health services your insurance policy covers.

You should carefully read the section in your insurance coverage booklet that describes mental health services. If you have questions about the coverage, call your plan administrator. Of course I will provide you with whatever information I can based on my experience and will be happy to help you in understanding the information you receive from your insurance company.

Due to the rising costs of health care, insurance benefits have increasingly become 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 often require authorization before they provide reimbursement for mental health services. These plans are often limited to short-term treatment approaches designed to work out specific problems that interfere with a person’s usual level of functioning. It may be necessary to seek approval for more therapy after a certain number of sessions. While a lot can be accomplished in short-term therapy, some patients feel that they need more services after insurance benefits end.

## **CONTACTING ME**

I am often not immediately available by telephone. When I am unavailable, my telephone is answered by voicemail that I monitor frequently. I will make every effort to return your call on the same day you make it, with the exception of weekends and holidays. If you are difficult to reach, please inform me of some times when you will be available. If you are unable to reach me and feel that you can’t wait for me to return your call, contact your family physician or the nearest emergency room and ask for the psychologist [psychiatrist] on call. If I will be unavailable for an extended time, I will provide you with the name of a colleague to contact, if necessary.

## **PROFESSIONAL RECORDS**

The laws and standards of my profession require that I keep treatment records. You are entitled to receive a copy of your records, or I can prepare a summary for you instead. Because these are professional records, they can be misinterpreted and/or upsetting to untrained readers. If you wish to see your records, I recommend that you review them in my presence so that we can discuss the contents. [I am sometimes willing to conduct a review meeting without charge.] Patients will be charged an appropriate fee for any professional time spent in responding to information requests.

## **MINORS**

If you are under eighteen years of age, please be aware that the law may provide your parents the right to examine your treatment records. It is my policy to request an agreement from parents that they agree to give up access to your records. If they agree, I will provide them only with general information about our work together, unless I feel there is a high risk that you will seriously harm yourself or someone else. In this case, I will notify them of my concern. I will also provide them with a summary of your treatment when it is complete. Before giving them any information, I will discuss the matter with you, if possible, and do my best to handle any objections you may have with what I am prepared to discuss. [At the end of

your treatment, I will prepare a summary of our work together for your parents, and we will discuss it before I send it to them.]

## **CONFIDENTIALITY**

Privacy and confidentiality are of utmost importance whenever someone begins therapy. In general, the privacy of all communications between a client and a psychotherapist is protected by law. However, sometimes confidential information has to be disclosed in certain circumstances. These are described in the Notice of Privacy Practices.

*Here are the major exceptions to confidentiality:*

(1) Whenever you enter your psychological status as an issue in a legal proceeding, you have waived the right to past, present, and future confidentiality of any psychological services provided to you. I might therefore be ordered to provide this information as part of a court proceeding.

(2) Some situations legally require that I take action to protect others from harm, even if it has to reveal information about a client's treatment. For example, if I believe that a child, elderly person, or disabled person is being abused, I must file a report with the appropriate state agency.

(3) If I believe that a client is threatening serious bodily harm to another, I am required to take protective actions. These actions may include notifying the potential victim, contacting the police, or seeking hospitalization for the client. If the client threatens to harm himself/herself, I may be obligated to seek hospitalization for him/her or to contact others who can help provide protection. These situations rarely occur but if such a situation does, every effort will be made to fully discuss it with you before taking any action.

(4) If you are minor, please be aware that the law may provide your parents the right to examine your records. I will typically either request that they relinquish access to your records, or will provide them only with general information about the treatment, unless it is felt there is a high risk you will seriously harm yourself or someone else.

(5) If you desire, I can release information to other parties but only with your written permission. Should these be necessary or desired, you will be asked to sign a separate Authorization form.

I may occasionally find it helpful to consult other professionals about a case. During a consultation, I make every effort to avoid revealing the identity of my patient. The consultant is also legally bound to keep the information confidential. If you don't object, I will not tell you about these consultations unless I feel that it is important to our work together.

While this written summary of exceptions to confidentiality should prove helpful in informing you about potential problems, it is important that we discuss any questions or concerns that you may have at our next meeting. I will be happy to discuss these issues with you if you need specific advice, but formal legal advice may be needed because the laws governing confidentiality are quite complex, and I am not an attorney.

## **PRIVACY PRACTICES**

The following paragraphs outline how the Federal Health Insurance Portability and Accountability Act of 1996 (HIPAA) affects how records here are kept and managed. The services you are receiving here concern your psychological status, a most private and intimate component of your life. Therefore, protecting your privacy is of utmost importance. The ensuing paragraphs explain how, when and why I may use and/or disclose your records which are known under the HIPAA legislation as "Protected Health Information" (PHI). Your PHI consists of individually identifiable information about your past, present, or future health or condition and the provision of and payment for health care to you. I may also receive your PHI from other sources, i.e. other health care providers, attorneys, etc. You and your PHI receive certain protections under the law. Except in specified circumstances, I will not release your PHI to anyone. When disclosure is necessary under the law, I will only use and/or disclose the minimum amount of your PHI necessary to accomplish the purpose of the use and/or disclosure.

If you are receiving any type of psychotherapy service, your PHI is typically limited to basic billing information placed in a file in my office. Clinical notes taken after sessions are known as Psychotherapy Notes and are not part of your PHI. Except in unusual, emergency situations, such as child abuse, homicidal or suicidal intention, your PHI will only be released with your specific Authorization.

In accordance with the HIPAA act and its Privacy Rule, your PHI may be used and disclosed for a variety of reasons. Again, however, every effort is made to prevent its dissemination. For most other uses and/or disclosures of your PHI, you will be asked to grant your permission via a signed Authorization which is a separate form. However, the Rule allows for certain specified uses and/or disclosures of your PHI. These consist of the following:

A. Uses and/or disclosures related to your treatment (T), the payment for services you receive (P), or for health care operations (O):

1. For treatment (T): I might conceivably use and/or disclose your PHI to psychologists, psychiatrists, physicians, nurses, and other health care personnel involved in providing health care services to you – but only with your specific Authorization. The only conceivable reason that a specific Authorization might not be obtained would be in the case of a medical emergency.

2. For payment (P): I may use and/or disclose your PHI for billing and collection activities without your specific Authorization.

3. For health care operations (O): I may use and/or disclose your PHI in the course of operating the various business functions of my office.

B. Uses and/or disclosures requiring your Authorization: Generally, my use and/or disclosure of your PHI for any purpose that falls outside of the definitions of treatment, payment and health care operations identified above will require your signed Authorization. If you grant your permission for such use and/or disclosure of your PHI, you retain the right to revoke your Authorization at any time except to the extent that a disclosure might already have been made.

C. Use and/or disclosures not requiring your Authorization: The Rule provides that I may use and/or disclose your PHI without your Authorization in the following circumstances:

1. When required by law: I may use and/or disclose your PHI when existing law requires that I report information including each of the following areas:

a. Reporting abuse, neglect or domestic violence: I may use and/or disclose your PHI in cases of suspected abuse, neglect, or domestic violence including reporting the information to social service agencies.

b. Judicial and administrative proceedings: I may use and/or disclose your PHI in response to an order of a court or administrative tribunal, a warrant, subpoena, discovery request, or other lawful process.

c. To avert a serious threat to health or safety: I may use and/or disclose your PHI in order to avert a serious threat to health or safety. For example, if I believed you were at imminent risk of harming a person or property, or of hurting yourself, I may disclose your PHI to prevent such an act from occurring.

The HIPAA Privacy Rule grants you each of the following individual rights:

A. In general, you have the right to view your PHI that is in my possession or to obtain copies of it. You must request it in writing. You will receive a response from me within 30 days of my receiving your written request. Under certain circumstances, such as if I fear the information may be harmful to you, I may deny your request. If your request is denied, you will be given in writing the reasons for the denial. I will also explain your right to have my denial reviewed. If you ask for copies of your PHI, I will charge you not more than \$.25 per page. I may see fit to provide you with a summary or explanation of the PHI, but only if you agree in advance to it, as well as to the cost.

B. You have the right to ask that I limit how I use and disclose you PHI. While I will consider your request, I am not legally bound to agree. If I do agree to your request, I will put those limits in writing and abide by them except in emergency situations. You do not have the right to limit the uses and disclosures that I am legally required or permitted to make.

C. It is your right to ask that your PHI be sent to you at an alternate address or by an alternate method, e.g., email. I am obliged to agree to your request providing that I can give you the PHI in the format you requested without undue inconvenience.

D. You are entitled to a list of disclosures of your PHI that I have made. The list will not include uses or disclosures to which you have already consented, e.g., those for treatment, payment, or health care operations. I will respond to your request for an accounting of disclosures within 60 days of receiving your request. The list will include the date of the disclosure, to whom PHI was disclosed (including their address if known), a description of the information disclosed, and the reason for the disclosure. I will provide the list to you at no cost, unless you make more than one request in the same year, in which case I will charge you a reasonable fee for each additional request.

E. If you believe that there is some error in your PHI or that important information has been omitted, it is your right to request that I correct the existing information or add the missing information. Your request



and the reason for the request must be made in writing. You will receive a response within 60 days of my receipt of your request. I may deny your request in writing if I find that the PHI is: (a) correct and complete, (b) forbidden to be disclosed, (c) not part of my records, or (d) written by someone other than me. My denial must be in writing and must state the reasons for the denial. It must also explain your right to file a written statement objecting to the denial. If you do not file a written objection, you still have the right to ask that your request and my denial be attached to any future disclosures of your PHI. If I approve your request, I will make the change(s) to your PHI. Additionally, I will tell you that the changes have been made, and I will advise all others who need to know about the change(s) to your PHI.

F. You have the right to get this notice by email. You have the right to request a paper copy of it as well. If you believe that I may have violated your individual privacy rights, or if you object to a decision I made about access to your PHI, you are entitled to file a complaint by submitting a written complaint to me. Your written complaint must describe the acts and/or omissions you believe to be in violation of the Rule or the provisions outlined in this Privacy Practices section. If you prefer, you may file your written complaint with the Secretary of the U.S. Department of Health and Human Services (Secretary) at 200 Independence Avenue S.W., Washington, D.C., 20201. However, any complaint you file must be received by me, or filed with the Secretary, within 180 days of when you knew, or should have known, that the act or omission occurred. I will take no retaliatory action against you if you make such complaints.

## **MY PRIVATE PRACTICE SOCIAL MEDIA POLICY**

This document outlines my office policies related to use of Social Media. Please read it to understand how I conduct myself on the Internet as a mental health professional and how you can expect me to respond to various interactions that may occur between us on the Internet. If you have any questions about anything within this document, I encourage you to bring them up when we meet. As new technology develops and the Internet changes, there may be times when I need to update this policy. If I do so, I will notify you in writing of any policy changes and make sure you have a copy of the updated policy.

### **“Friending”**

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.

## **Interacting**

Please do not use messaging on Social Networking sites such as Twitter, Facebook, or LinkedIn to contact me. These sites are not secure and I may not read these messages in a timely fashion. Do not use Wall postings, @replies, or other means of engaging with me in public online if we have an already established client/therapist relationship. Engaging with me this way could compromise your confidentiality. It may also create the possibility that these exchanges become a part of your legal medical record and will need to be documented and archived in your chart. If you need to contact me between sessions, the best way to do so is by phone. Direct email at [Stephanie@drstephanielaw.com](mailto:Stephanie@drstephanielaw.com) is second best for quick, administrative issues such as changing appointment times. See the email section below for more information regarding email interactions.

## **Business Review Sites**

You may find my psychology practice on sites such as Yelp, Healthgrades, Yahoo Local, Bing, or other places which list businesses. Some of these sites include forums in which users rate their providers and add reviews. Many of these sites comb search engines for business listings and 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 client. The American Psychological Association's Ethics Code states under Principle 5.05 that it is unethical for psychologists to solicit testimonials: "Psychologists do not solicit testimonials from current therapy clients/patients or other persons who because of their particular circumstances are vulnerable to undue influence." Of course, you have a right to express yourself on any site you wish. But due to confidentiality, I cannot respond to any review on any of these sites whether it is positive or negative. I urge you to take your own privacy as seriously as I take my commitment of confidentiality to you. You should also be aware that if you are using these sites to communicate indirectly with me about your feelings about our work, there is a good possibility that I may never see it.

If we are working together, I hope that you will bring your feelings and reactions to our work directly into the therapy process. This can be an important part of therapy, even if you decide we are not a good fit. None of this is meant to keep you from sharing that you are in therapy with me wherever and with whomever you like. Confidentiality means that I cannot tell people that you are my client and my Ethics Code prohibits me from requesting testimonials. But you are more than welcome to tell anyone you wish that I'm your therapist or how you feel about the treatment I provided to you, in any forum of your choosing. If you do choose to write something on a business review site, I hope you will keep in mind

that you may be sharing personally revealing information in a public forum. I urge you to create a pseudonym that is not linked to your regular email address or friend networks for your own privacy and protection.

### **Location-Based Services**

If you used location-based services on your mobile phone, you may wish to be aware of the privacy issues related to using these services. I do not place my practice as a check-in location on various sites such as Foursquare, Gowalla, Loopt, etc. However, if you have GPS tracking enabled on your device, it is possible that others may surmise that you are a therapy client due to regular check-ins at my office on a weekly basis. Please be aware of this risk if you are intentionally “checking in,” from my office or if you have a passive LBS app enabled on your phone.

### **Email**

I prefer using email only to arrange or modify appointments. Please do not email me content related to your therapy sessions, as email is not completely secure or confidential. If you choose to communicate with me by email, be aware that all emails are retained in the logs of your and my Internet service providers. While it is unlikely that someone will be looking at these logs, they are, in theory, available to be read by the system administrator(s) of the Internet service provider. You should also know that any emails I receive from you and any responses that I send to you become a part of your legal record.

### **Conclusion**

Thank you for taking the time to review my Social Media Policy. If you have questions or concerns about any of these policies and procedures or regarding our potential interactions on the Internet, do bring them to my attention so that we can discuss them.

## ACKNOWLEDGING SIGNATURES

I understand that I will be receiving psychotherapy or undergoing a psychological evaluation. I have read and understand this Agreement and Consent to Receive Psychological Services and Description of Privacy Practices for the office of Stephanie Law, PsyD, carefully. I understand and agree to comply with them.

I understand that Federal regulations (HIPAA) allow health service providers to disclose my Protected Health Information (PHI) from your records in order to provide me treatment services, obtain payment for the services provided, or for other professional activities known as “health care operations”. How, why, and where you might release my PHI was described above. I consent to the use or disclosure of my Protected Health Information as specified. This consent is voluntary and I may refuse to sign it now or revoke my consent later.

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Patient(s) Name (print)

Signature

Date

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Signature of Stephanie Law, PsyD

CA Lic: PSY22190