

Stephanie Smith, Psy.D.  
Licensed Psychologist CA #28703  
801 Alhambra Blvd  
Suite 2B  
Sacramento, California 95816  
916-399-3615  
[www.stephaniesmithpsyd.com](http://www.stephaniesmithpsyd.com)

## Informed Consent

The following information is given to help you understand how we will work together, your rights as a client, and the limitations of my services. Please read this information carefully. I will also explain this information in our first meeting. Please feel free to ask me to clarify any parts that seem unclear to you. When you have read and understood this information, I will ask you to sign this agreement form.

This document (the Agreement) contains important information about my professional services and business policies. In accordance with the Health Insurance Portability and Accountability Act (HIPAA), I have provided you with a Notice of Privacy Policy (the Notice) for use and disclosure of Protected Health Information (PHI) for treatment, payment and health care operations. The Notice explains HIPAA and its application to your personal health information in greater detail. The law requires that I obtain your signature acknowledging that I have provided you with this information.

When you sign this document, it will also represent an agreement between us. You may revoke this Agreement in writing at any time. That revocation will be binding on me unless I have taken action in reliance on it; if there are obligations imposed on me by your health insurer in order to process or substantiate claims made under your policy; or, if you have not satisfied any financial obligations you have incurred.

### Psychotherapy

I provide individual, couple, and group psychotherapy services to adults. I hope that with my help you will be better able to understand your situation and feelings and will be able to move toward resolving your difficulties. I will strive to help you grow toward greater health and wholeness by providing counseling services within a biopsychosocial, mindfulness, and cognitive-behavioral perspective. I work within the context of each individual's beliefs and no attempt is made to impose a personal theology.

I will likely bring focus to your past and present relationships, including, when appropriate, our relationship as therapist and client. Additionally, we will likely work to build awareness and understanding of your thoughts, feelings, and values. We will work to modify your behaviors such that they are increasingly consistent with your identified values. Overall, I strive to help individuals develop

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an awareness of their values and increase their self-awareness so that they may choose behaviors that are consistent with these values.

In the first session I will assess your primary presenting concern(s) and any symptoms you may be experiencing, as well as relevant history or background information. By the end of our first or second session, we will come to an agreement and plan together on which concerns you would like to address and how we will proceed in addressing them together. At any time, you can ask questions, revisit our goals, and make changes to our plan.

Psychotherapy involves collaboration between the client and the therapist. Your active participation is necessary to produce the most effective outcomes. I may suggest that we discontinue therapy if I believe that our work is not clinically productive. I may also suggest a referral to a higher level of care or alternative provider if we determine together that I am unable or no longer able to meet your needs.

## TeleMental Health

In some instances, it may be clinically indicated to provide services via telephone or via a video phone service. TeleMental Health has been defined as the use of technology (e.g., phone, video chat) for the delivery of psychological services. A potential benefit of this format is that sessions can be provided when clients are not able to attend in-person sessions due to various reasons including physical limitations, physical distance, or lack of transportation. Ample research indicates that telemental health has led to effective treatment of various disorders (Journal of Technology in Human Services, 2008, Vol. 26, No. 2; Clinical Psychology: Science and Practice, Vol. 16, No. 3). However, some potential risks of telemental health include: less control over confidentiality, decreased emotional connection between therapist and client due to lack physical proximity, reducing the likelihood of insurance reimbursement, and necessity of using different forms of crisis intervention (e.g., client is required to visit a local emergency room). Dr. Smith cannot guarantee there will not be concerns of service reliability, potential interruptions of services, security concerns, or confidentiality issues when engaging in telemental health. Clients are encouraged to research and understand the benefits and limits of this form of technology before agreeing to engage with the technology. Signing this consent indicates that you understand the potential benefits and risks.

## Risks and Benefits

Psychotherapy is meant to provide a safe and supportive environment to explore yourself and your concerns. However, clients can experience some discomfort during the course of therapy. It is possible to experience feelings of guilt, sadness, anxiety, fear, loss, frustration, anger or other difficult emotions. You may also discuss or remember painful events or memories. These experiences are usually normal and appropriate given the work you are doing in psychotherapy. I encourage you to tell me about any possible negative side effects as they occur. Therapy may not create immediate

changes in your life or fully eliminate your presenting concerns, but you can expect to experience positive outcomes.

Benefits of therapy can include increased coping abilities, a decrease in unpleasant or painful symptoms, and a more fulfilling relationship with yourself and others. You may find direct benefits in having opportunities to talk through your thoughts and feelings in a safe, supportive, and nonjudgmental environment. In addition, psychotherapy can offer increased self-awareness, new perspectives, and new ways of responding to yourself and others. However, psychotherapy is a very individualized process and there are no guarantees about what you will experience.

## Our Relationship

A strong working relationship is imperative to successful outcomes in therapy. Standards have been set by the American Psychological Association for the limits in the relationship between a therapist and client. These standards include keeping the information that you share with me confidential (specifics related to this will be further discussed in the "confidentiality" section of this document). Also, the standards limit us to a professional relationship only. I cannot be your friend, business partner, or have a romantic / sexual relationship during or after the course of therapy.

## Confidentiality and Exceptions to Confidentiality

I will treat with great care all of the information you share with me. In all but a few rare situations, your privacy is protected by state law, HIPAA, and/or by the rules of my profession. In general, I will tell no one what you tell me nor will I reveal that you are receiving treatment from me. However, there are specific limitations to the protection of confidentiality. If the following situations occur, I am legally obligated to take action:

1. To prevent a serious threat to the health or safety of an individual. If you make a serious threat to harm yourself or another person, the law requires me to try to protect you or that other person. I can notify law enforcement officials or take other action as necessary.
2. To report child, elder, or dependent adult abuse.
3. To comply with court orders, legal proceedings, or a valid subpoena. If you decide to contact me using email, please understand the limits to confidentiality if emails are sent to other recipients unintentionally. To best protect your privacy and confidentiality, I ask that communications through email be limited to only scheduling / rescheduling appointments. If you feel you need to discuss something with me further outside of session, it is preferable that you contact me by phone.

I may, occasionally, find it helpful to consult with other professionals about a case. During consultation, I deidentify client information. The consultant is also ethically bound to keep the information confidential. If you don't object, I will not tell you about these consultations unless I feel 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 now or in the future. The laws governing confidentiality can be quite complex. In situations where specific advice is required, formal legal advice may be needed.

## Consultations

It may be necessary for me to make recommendations for you to meet with other professionals during our work (psychiatrist, physician, nutritionist, high level of care therapy, etc.). To consult with these professionals to coordinate the best care for you, I will need to obtain your written consent to share any information, and I will only release information that is relevant to coordination of care.

## Appointments

If we decide to work together, I will likely schedule bi-weekly sessions with you, although some exceptions may apply based on your circumstances. Each of us has the right to end therapy if we feel it is no longer in your best interests to continue. The decision to end therapy is carefully considered and discussed and can be a valuable aspect of our overall work. If you would like to stop therapy for any reason, I request you come for one final session to review our work together, plan for any future goals, and to have the opportunity to receive appropriate referrals or resources.

## Fees and Cancellation Policy

Once an appointment is scheduled, you agree to pay for the full fee of the session unless you provide 48 hours advance notice of need to cancel or reschedule. In addition to bi-weekly appointments, I charge \$150.00 per hour for other professional services such as report writing, telephone conversations in excess of 5 minutes, consulting with other professionals with your permission, preparation of records or treatment summaries, and time spent performing other requested services.

If you become involved in legal proceedings that require my participation, you will be expected to pay for all of my professional time, including preparation and transportation costs, even if I am called to testify by another party. Because of the difficulty of legal involvement, I charge \$400 per hour for preparation and attendance at any legal proceeding.

### Session Fees

15-minute *initial* telephone consultation – No charge

60-minute individual intake - \$150.00

50-minute individual session - \$150.00

4-session (360-min) class series- \$160

5 to 25-minute TeleMental Health- \$75

26 to 50-minute TeleMental Health- \$150

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Periodically, fees increase on the first day of the following year. I will provide 60 days notice to existing clients when fees are set to increase. Fees will not increase more than 5% in a year.

## Billing and Payments

You will be expected to pay for each session before/at the start of session, unless we agree otherwise. Payment may be made through cash, check, or HIPAA compliant application. Use of the HIPAA compliant application incurs an additional \$5 charge. If your account remains unpaid for more than 60 days and arrangements for payment have not been made, I have the option of using legal means to secure the payment. In most collection situations, the only information released to the collection agency is a client's name, nature of services provided and amount due. If your account remains unpaid after 2 consecutive sessions, I reserve the right to delay scheduling future sessions together until the account is paid in full.

## Insurance Reimbursement

I am considered an "out of network provider" for insurance networks and depending on your individual insurance plan, you may receive partial reimbursement for sessions attended and paid for. In this case, you may submit the monthly statement of fees paid to your insurance company. You are responsible for billing your insurance company, but I will provide you with the necessary information or forms. Please let me know as soon as possible if you would like to discuss this arrangement. It is important for you to know that in order for you to be reimbursed, I will need to include dates and types of service, fees, and diagnoses on the form. It is also possible they will require more information, such as a treatment plan or summary. In such situations, I will make every effort to release only the minimum information about you that is necessary for the purpose requested. This information will become part of the insurance company files and will probably be stored electronically. Though all insurance companies claim to keep such information confidential, I have no control over what they do with it once it is in their hands. I will provide you with a copy of any report I submit, if you request it. By signing this Agreement, you agree that I can provide requested information to your carrier. I am happy to provide any other necessary documentation required for reimbursement.

## Medicare

I have opted out of Medicare under §§1128, 1156 or 1892 of the Social Security Act. If you are eligible for Medicare, but choose to work with me, then you will have to complete the Patient's Contract For Private Care Contract. Signing this contract indicates an understanding that you (or your legal guardian or representative) will be solely responsible for all costs of treatment. Seeking services from a provider who has not opted out of Medicare may lead to less total cost for you. For more information about Medicare, you can visit [www.noridianmedicare.com](http://www.noridianmedicare.com)

## Professional Records

The laws and standards of my profession require that I keep treatment records. You are entitled to request a copy of your records or a summary of treatment. If you wish to see your records, I recommend that we review them together so that we can discuss the contents.

## Contacting Me and Emergencies

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 a message within 48 hours with the exception of weekends and holidays.

If you have an emergency, and cannot reach me, it is best to immediately call 911, go to the nearest hospital emergency room, or call Sutter Center for Psychiatry at (916) 386-3620 or Heritage Oaks Hospital (916) 489-3336 or the Sacramento Suicide Prevention Crisis Hotline at (916) 368-3111.

If there is an emergency during our work together, or if I become concerned about your personal safety, I am required by law and by the rules of my profession to contact someone close to you. I will contact the person you specified as your "emergency contact" on your intake questionnaire. I am also required to contact the authorities if I become concerned about you harming someone else.

## Principals and Complaint Procedures

It is my intention to abide by all the rules of the American Psychological Association (APA) and by those of the California Board of Psychology. Problems can arise in our relationship, just as in any other relationship. If you are not satisfied with any area of our work, I ask that you please raise your concerns with me at once. I will make every effort to hear any concerns you have and to seek solutions to them. If you feel that I, or any other therapist, has treated you unfairly or has broken a professional rule, please tell me. You can also contact the California Board of Psychology at:

Board of Psychology

1625 North Market Street, Suite N-215

Sacramento CA 95834

<http://www.psychology.ca.gov>

916-574-7720

In my practice as a therapist I do not discriminate against clients because of any of these factors: race, ethnicity, age, sex, sexual orientation, health status, physical disability, religious beliefs, veteran status, place of residence, marital/ family status, or criminal record unrelated to present dangerousness. This is a personal commitment as well as being required by federal, state, and local laws and regulations. I will always take steps to advance and support the values of equal opportunity, human dignity, and racial /ethnic/ cultural diversity. If you believe that you have been discriminated against please bring this matter to my attention immediately.

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## Informed Consent Signature Page

I, the client, understand I have the right not to sign this form. My signature below indicates that I have read and discussed the agreement. I understand that I can discuss my concerns with Dr. Smith before I start formal therapy. If at any time during the treatment I have questions about any of the subjects discussed in this brochure, I can talk with Dr. Smith about them, and she will do her best to answer them.

I understand that after therapy begins I have the right to withdraw my consent to therapy at any time, for any reason. However, I will make every effort to discuss my concerns about my progress with Dr. Smith before ending therapy. I understand that no specific promises have been made by Dr. Smith about the results of treatment, the effectiveness of the treatments used by this therapist, or the number of sessions necessary for therapy to be effective.

I have read or have had read to me, the information in this document. I have discussed the information I did not understand and have had my questions, if any, fully answered. I agree to act according to the information covered in this brochure.

I hereby agree to enter into therapy with Dr. Smith, and to cooperate fully and to the best of my ability as shown by my signature here. My signature below also serves as an acknowledgement that I have received the HIPAA Notice form described above.

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Client Signature

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Date

I, Dr. Smith, have met with this client for a suitable period of time and have informed him or her of the issues and points raised in this brochure. I have responded to all of their questions. I believe that this person is fully competent to give informed consent to treatment. I agree to enter into therapy with the client, as shown by my signature here.

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Therapist Signature

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Date

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