

# PATIENT INFORMATION

**Patient's Name:** \_\_\_\_\_ **Date:** \_\_\_\_\_

Mr. Mrs. Ms. Dr.

**Relationship Status**

Single Married Partnered  
Widowed Divorced

**Birth date:** \_\_\_\_\_ **Age:** \_\_\_\_\_

**Sex:** M F

**Address:** \_\_\_\_\_ **Email:** \_\_\_\_\_

\_\_\_\_\_

**Home Phone:** \_\_\_\_\_

\_\_\_\_\_

**Cell Phone:** \_\_\_\_\_

\_\_\_\_\_

**Work Phone:** \_\_\_\_\_

**Referred by:** Website Dr. Family Friend Google Other

**Occupation:** \_\_\_\_\_

**Ethnic Origin:** \_\_\_\_\_ **Religious Orientation:** \_\_\_\_\_

**In Case of Emergency:** \_\_\_\_\_  
Name Relationship Phone Number

[Note: *If entering information on the computer, use tab keys to access additional lines*]

Please state briefly why you are seeking therapy at this time, and list any symptoms or problems you wish to discuss:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Current Medical Problems:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Medications or Supplements you are currently taking:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

*[If entering information on the computer, use tab keys to access additional lines]*

Medical History: (Head injuries, Accidents, Serious Illnesses, or Hospitalizations) Dates:

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Please list any mental health problems for which you were treated in the past, including:

- 1) What you were treated for; 2) Name(s) of providers; 3) Dates and duration of treatment:

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Please list any substances you currently use (alcohol, marijuana, caffeine, tobacco, opiates, psychedelics, methamphetamine, etc.) If you are in recovery, how long?

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Psychiatric disorders and/or substance abuse in immediate or extended family:

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The above information is true to the best of my knowledge.

\_\_\_\_\_  
Patient's Signature

\_\_\_\_\_  
Date

INSTRUCTIONS: Please fill out this form, print, sign and bring with you to your first appointment.



Heather Stone, Ph.D.

Licensed Psychologist, PSY 21112

## HIPAA NOTICE OF PRIVACY PRACTICES (NPP)

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

**II. IT IS MY LEGAL DUTY TO SAFEGUARD YOUR PROTECTED HEALTH INFORMATION (PHI).**

By law I am required to insure that your PHI is kept private. The PHI constitutes information created or noted by me that can be used to identify you. It contains data about your past, present, or future health or condition, the provision of health care services to you, or the payment for such health care. I am required to provide you with this Notice about my privacy procedures. This Notice must explain when, why, and how I would use and/or disclose your PHI. Use of PHI means when I share, apply, utilize, examine, or analyze information within my practice; PHI is disclosed when I release, transfer, give, or otherwise reveal it to a third party outside my practice. With some exceptions, I may not use or disclose more of your PHI than is necessary to accomplish the purpose for which the use or disclosure is made; however, I am always legally required to follow the privacy practices described in this Notice.

Please note that I reserve the right to change the terms of this Notice and my privacy policies at any time as permitted by law. Any changes will apply to PHI already on file with me. Before I make any important changes to my policies, I will immediately change this Notice and post a new copy of it in my office and on my website. You may also request a copy of this Notice from me, or you can view a copy of it in my office or on my website, which is located at [www.drheatherstone.com](http://www.drheatherstone.com).

**III. HOW I WILL USE AND DISCLOSE YOUR PHI.**

I will use and disclose your PHI for many different reasons. Some of the uses or disclosures will require your prior written authorization; others, however, will not. Below you will find the different categories of my uses and disclosures, with some examples.

**A. Uses and Disclosures Related to Treatment, Payment, or Health Care Operations Do Not Require Your Prior Written Consent.** I may use and disclose your PHI without your consent for the following reasons:

**1. For treatment.** I can use your PHI within my practice to provide you with mental health treatment, including discussing or sharing your PHI with my trainees and interns. I may disclose



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your PHI to physicians, psychiatrists, psychologists, and other licensed health care providers who provide you with health care services or are otherwise involved in your care. Example: If a psychiatrist is treating you, I may disclose your PHI to her/him in order to coordinate your care.

**2. For health care operations.** I may disclose your PHI to facilitate the efficient and correct operation of my practice. Examples: Quality control - I might use your PHI in the evaluation of the quality of health care services that you have received or to evaluate the performance of the health care professionals who provided you with these services. I may also provide your PHI to my attorneys, accountants, consultants, and others to make sure that I am in compliance with applicable laws.

**3. To obtain payment for treatment.** I may use and disclose your PHI to bill and collect payment for the treatment and services I provided you. Example: I might send your PHI to your insurance company or health plan in order to get payment for the health care services that I have provided to you. I could also provide your PHI to business associates, such as billing companies, claims processing companies, and others that process health care claims for my office.

**4. Other disclosures.** Examples: Your consent isn't required if you need emergency treatment provided that I attempt to get your consent after treatment is rendered. In the event that I try to get your consent but you are unable to communicate with me (for example, if you are unconscious or in severe pain) but I think that you would consent to such treatment if you could, I may disclose your PHI.

**B. Certain Other Uses and Disclosures Do Not Require Your Consent.** I may use and/or disclose your PHI without your consent or authorization for the following reasons:

- 1. When disclosure is required by federal, state, or local law; judicial, board, or administrative proceedings; or, law enforcement.** Example: I may make a disclosure to the appropriate officials when a law requires me to report information to government agencies, law enforcement personnel and/or in an administrative proceeding.
- 2. If disclosure is compelled by a party to a proceeding before a court of an administrative agency pursuant to its lawful authority.**
- 3. If disclosure is required by a search warrant lawfully issued to a governmental law enforcement agency.**
- 4. If disclosure is compelled by the patient or the patient's representative pursuant to California Health and Safety Codes or to corresponding federal statutes of regulations, such as the Privacy Rule that requires this Notice.**
- 5. To avoid harm.** I may provide PHI to law enforcement personnel or persons able to prevent or mitigate a serious threat to the health or safety of a person or the public (i.e., adverse reaction to meds).



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6. If disclosure is compelled or permitted by the fact that you are in such mental or emotional condition as to be dangerous to yourself or the person or property of others, and if I determine that disclosure is necessary to prevent the threatened danger.
7. If disclosure is mandated by the California Child Abuse and Neglect Reporting law. For example, if I have a reasonable suspicion of child abuse or neglect.
8. If disclosure is mandated by the California Elder/Dependent Adult Abuse Reporting law. For example, if I have a reasonable suspicion of elder abuse or dependent adult abuse.
9. If disclosure is compelled or permitted by the fact that you tell me of a serious/imminent threat of physical violence by you against a reasonably identifiable victim or victims.
10. For public health activities. Example: In the event of your death, if a disclosure is permitted or compelled, I may need to give the county coroner information about you.
11. For health oversight activities. Example: I may be required to provide information to assist the government in the course of an investigation or inspection of a health care organization or provider.
12. For specific government functions. Examples: I may disclose PHI of military personnel and veterans under certain circumstances. Also, I may disclose PHI in the interests of national security, such as protecting the President of the United States or assisting with intelligence operations.
13. For research purposes. In certain circumstances, I may provide PHI in order to conduct medical research.
14. For Workers' Compensation purposes. I may provide PHI in order to comply with Workers' Compensation laws.
15. Appointment reminders and health related benefits or services. Examples: I may use PHI to provide appointment reminders. I may use PHI to give you information about alternative treatment options, or other health care services or benefits I offer.
16. If an arbitrator or arbitration panel compels disclosure, when arbitration is lawfully requested by either party, pursuant to subpoena *duces tectum* (e.g., a subpoena for mental health records) or any other provision authorizing disclosure in a proceeding before an arbitrator or arbitration panel.
17. If disclosure is required or permitted to a health oversight agency for oversight activities authorized by law. Example: When compelled by U.S. Secretary of Health and Human Services to investigate or assess my compliance with HIPAA regulations.
18. If disclosure is otherwise specifically required by law.



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**C. Certain Uses & Disclosures Require You to Have the Opportunity to Object.**

**1. Disclosures to family, friends, or others.** I may provide your PHI to a family member, friend, or other individual who you indicate is involved in your care or responsible for the payment for your health care, unless you object in whole or in part. Retroactive consent may be obtained in emergency situations.

**D. Other Uses and Disclosures Require Your Prior Written Authorization.** In any other situation not described in Sections IIIA, IIIB, and IIIC above, I will request your written authorization before using or disclosing any of your PHI. Even if you have signed an authorization to disclose your PHI, you may later revoke that authorization, in writing, to stop any future uses and disclosures (assuming that I haven't taken any action subsequent to the original authorization) of your PHI by me.

**IV. WHAT RIGHTS YOU HAVE REGARDING YOUR PHI**

These are your rights with respect to your PHI:

**A. The Right to See and Get Copies of Your PHI.** In general, you have the right to see your PHI that is in my possession, or to get copies of it; however, you must request it in writing. If I do not have your PHI, but I know who does, I will advise you how you can get it. You will receive a response from me within 30 days of my receiving your written request. Under certain circumstances, I may feel I must deny your request, but if I do, I will give you, 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 to it, as well as to the cost, in advance.

**B. The Right to Request Limits on Uses and Disclosures of Your PHI.** You have the right to ask that I limit how I use and disclose your 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. The Right to Choose How I Send Your PHI to You.** It is your right to ask that your PHI be sent to you at an alternate address (for example, sending information to your work address rather than your home address) or by an alternate method (for example, via email instead of by regular mail). I am obliged to agree to your request providing that I can give you the PHI, in the format you requested, without undue inconvenience. I may not require an explanation from you as to the basis of your request as a condition of providing communications on a confidential basis.

**D. The Right to Get a List of the Disclosures I Have Made.** 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



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have already consented, i.e., those for treatment, payment, or health care operations, sent directly to you, or to your family; neither will the list include disclosures made for national security purposes, to corrections or law enforcement personnel, or disclosures made before April 15, 2003. After April 15, 2003, disclosure records will be held for six years.

I will respond to your request for an accounting of disclosures within 60 days of receiving your request. The list I give you will include disclosures made in the previous six years unless you indicate a shorter period. 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 sum based on a set fee for each additional request.

**E. The Right to Amend Your PHI.** 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. The Right to Get This Notice by Email.** You have the right to get this notice by email. You have the right to request a paper copy of it, as well.

## **V. HOW TO COMPLAIN ABOUT MY PRIVACY PRACTICES**

If, in your opinion, I may have violated your privacy rights, or if you object to a decision I made about access to your PHI, you are entitled to file a complaint with the person listed in Section VI below. You may also send a written complaint to the Secretary of the Department of Health and Human Services at 200 Independence Avenue S.W. Washington, D.C. 20201. If you file a complaint about my privacy practices, I will take no retaliatory action against you.

## **VI. PERSON TO CONTACT FOR INFORMATION ABOUT THIS NOTICE OR TO COMPLAIN ABOUT MY PRIVACY PRACTICES**

If you have any questions about this notice or any complaints about my privacy practices, or would like to know how to file a complaint with the Secretary of the Department of Health and Human Services, please contact me at: **Dr. Heather Stone, 930 Mendocino Ave. Ste 203, Santa Rosa CA 95401, Tel 707-291-7386, drstone@drheatherstone.com.**



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## VII. NOTIFICATIONS OF BREACHES

In the case of a breach, Dr. Stone requires to notify each affected individual whose unsecured PHI has been compromised. Even if such a breach was caused by a business associate, Dr. Stone is ultimately responsible for providing the notification directly or via the business associate. If the breach involves more than 500 persons, OCR must be notified in accordance with instructions posted on its website. Dr. Stone bears the ultimate burden of proof to demonstrate that all notifications were given or that the impermissible use or disclosure of PHI did not constitute a breach and must maintain supporting documentation, including documentation pertaining to the risk assessment.

## VIII PHI AFTER DEATH

Generally, PHI excludes any health information of a person who has been deceased for more than 50 years after the date of death. Dr. Stone may disclose deceased individuals' PHI to non-family members, as well as family members, who were involved in the care or payment for healthcare of the decedent prior to death; however, the disclosure must be limited to PHI relevant to such care or payment and cannot be inconsistent with any prior expressed preference of the deceased individual.

## IX. Individuals' Right to Restrict Disclosures; Right of Access

To implement the 2013 HITECH Act, the Privacy Rule is amended Dr. Stone is required to restrict the disclosure of PHI about you, the patient, to a health plan, upon request, if the disclosure is for the purpose of carrying out payment or healthcare operations and is not otherwise required by law. The PHI must pertain solely to a healthcare item or service for which you have paid the covered entity in full. (OCR clarifies that the adopted provisions do not require that covered healthcare providers create separate medical records or otherwise segregate PHI subject to a restrict healthcare item or service; rather, providers need to employ a method to flag or note restrictions of PHI to ensure that such PHI is not inadvertently sent or made accessible to a health plan.)

The 2013 Amendments also adopt the proposal in the interim rule requiring Dr. Stone to provide you, the patient, a copy of PHI to any individual patient requesting it in electronic form. The electronic format must be provided to you if it is readily producible. OCR clarifies that Dr. Stone must provide you only with an electronic copy of their PHI, not direct access to their electronic health record systems. The 2013 Amendments also give you the right to direct Dr. Stone to transmit an electronic copy of PHI to an entity or person designated by the you. Furthermore, the amendments restrict the fees that Dr. Stone may charge you for handling and reproduction of PHI, which must be reasonable, cost-based and identify separately the labor for copying PHI (if any). Finally, the 2013 Amendments modify the timeliness requirement for right of access, from up to 90 days currently permitted to 30 days, with a one-time extension of 30 additional days.





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**X. NPP**

NPP must contain a statement indicating that most uses and disclosures of psychotherapy notes, marketing disclosures and sale of PHI do require prior authorization by you, and you have the right to be notified in case of a breach of unsecured PHI.

**XI. EFFECTIVE DATE OF THIS NOTICE**

This notice went into effect on Jan. 30, 2013

**I acknowledge receipt of this notice:**

Patient Name: \_\_\_\_\_ Date: \_\_\_\_\_

Signature: \_\_\_\_\_



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Consent Form for Services

## Agreement and Consent for Psychotherapy Services

This document provides you, the client, with information that is additional to that detailed in the Notice of Privacy Practices and it is subject to HIPAA preemptive analysis. It also contains important information about Dr. Heather Stone's professional services and business policies. Please read it carefully and jot down any questions you might have so that they can be discussed at the first meeting. Once you have signed this document, it will represent an agreement between yourself and Dr. Heather Stone. However, you are free to discontinue services at any time.

**THE PROCESS OF THERAPY / EVALUATION AND SCOPE OF PRACTICE:** If this is your first visit with a therapist, or if you have had prior experiences with therapy, there are certain things you need to know about what to expect from this work, and what your rights are as a client.

Participation in therapy can result in a number of benefits to you, including reduction in symptoms, improved relationships, solutions to specific problems, and movement towards a value-driven life. However, until such improvement occurs, there may be times where you could experience feelings like anxiety, sadness, guilt, anger, frustration, loneliness, or helplessness. Because this treatment challenges avoidance strategies and utilizes "exposure-based" techniques, certain interventions, particularly in the beginning of therapy, can produce a *temporary* increase in distress or anxiety before the reduction in symptoms is achieved. If at any time you feel uncomfortable with any subject, you may decline to address it at that session. While Dr. Stone's style is very interactive, it is you who ultimately decides what or when to self-disclose. Dr. Stone will do her very best to respect your level of readiness and to move forward at a pace that allows you to feel emotionally safe. If you have any questions or concerns about your treatment, you should discuss them with Dr. Stone whenever they arise.

Psychotherapy is not like a visit to the medical doctor; it calls for very active participation on your part. Positive outcomes in therapy depend largely upon the client's sincere efforts both during and between sessions. Psychotherapy also requires your honesty and openness in order to change your thoughts, feelings, and/or behaviors. Dr. Stone will ask for your feedback and views on your therapy, its progress, and other aspects of the therapy and will expect you to respond openly and honestly.

Therapy involves a large commitment of time, money, and energy, so you should be very careful about the therapist you select. Two important influences on the successful outcome of therapy include the therapeutic alliance (a good "fit" between therapist and client), as well as the therapist's area or areas of expertise. If Dr. Stone believes at any time that the treatment you need falls outside the scope of her practice, or if Dr. Stone becomes concerned that this work may not provide you with significant improvement, she may refer you to another mental health professional by providing you with names of other persons or agencies.

Dr. Stone does not provide custody evaluation recommendations or legal advice, nor does she prescribe medications, as these activities do not fall within her scope of practice. However, Dr.



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Stone can, within the scope of her training, provide limited education regarding the classifications and mechanisms of certain psychotropic drugs and their appropriate uses for various psychiatric disorders. This important part of her training allows Dr. Stone to better collaborate with other medical professionals and to monitor clients with respect to their symptoms and/or medication compliance.

Sometimes more than one approach can be helpful in dealing with a certain conditions or situations. During the course of therapy, Dr. Stone is likely to draw on various psychological approaches that would best address the problem that is being treated. These approaches include, but are not limited to: cognitive-behavioral techniques, exposure-based therapy, skill-based homework assignments, mindfulness and acceptance strategies, counter-intuitive approaches or paradoxical interventions, assertiveness training, insight-oriented problem solving, relaxation training and abdominal breathing, assigned books, handouts or worksheets, and psycho-education.

Dr. Stone may challenge some of your assumptions or perceptions or propose different ways of looking at, thinking about, or handling situations. During evaluation or therapy, remembering or talking about unpleasant events, feelings, or thoughts can result in considerable discomfort, difficult emotions, or an exacerbation of symptoms. Likewise, practicing new behaviors as you move forward can cause you to feel upset, angry, depressed, challenged, or even disappointed at times. Attempting to resolve issues that brought you to therapy in the first place, such as personal or interpersonal relationships, may result in changes that were not originally intended. Psychotherapy may result in decisions about changing behaviors, employment, substance use, schooling, housing, or relationships. Sometimes a decision that is positive for one family member is viewed quite negatively by another family member. Change will sometimes be easy and swift, but can also be slow and even frustrating. There is no guarantee that psychotherapy will yield positive or intended results.

**COLLATERAL SESSIONS:** Dr. Stone does not provide couple or family therapy, but will occasionally invite a significant person/s in the client's life to attend one or more sessions, *if the client so chooses*. These "collateral" sessions are for the purpose of gathering a more complete psychosocial history, providing education to the collateral, and/or including the collateral as an integral part of the client's treatment plan. The main reason for a collateral visit is to further or enhance the treatment goals and interests of the client. Collaterals may include the client's parent/s, child, sibling, partner, colleague or friend. When the collateral participates in therapy with the client, the client is not mandated to sign an "Authorization to Release -- Collateral" form because their appearance with the client means that *implied consent* has been given by the client. Collaterals do not have the right to access the client's records in any circumstance. If the client authorizes Dr. Stone to speak with the collateral when the client is not present, the client needs to complete and sign an "Authorization to Release – Collateral" form and the collateral needs to sign the "Psychotherapy Collateral Agreement" form. Simply paying for the client's fees does not create a collateral relationship unless the person who pays is specifically designated by the client as a collateral. Likewise, a collateral is not responsible for the fees of the session/s, unless that person has been responsible for the fees all along, as often happens when the collateral is the parent of a client.



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**MEETINGS:** The initial evaluation typically spans 1 to 2 sessions. During this time, both you and Dr. Stone will consider whether she is the best person to provide the services you need in order to meet your treatment goals. Dr. Stone will also be able to offer you with some first impressions of what the work will include and a possible treatment plan, should you decide to continue with therapy. You should evaluate this information along with your own impressions, since you are ultimately the consumer who is receiving these services.

The therapeutic hour is 50-minutes, with a 10-minute break between sessions. In the beginning of treatment, the sessions should occur weekly so that you can experience a sense of momentum and continuity. If your situation or symptoms significantly improve, it may be appropriate to change the frequency of sessions, perhaps to every other week. Conversely, during times of crisis and/or an exacerbation of symptoms, it might be necessary to consider longer or more frequent sessions. Ultimately, it is Dr. Stone's responsibility to keep track of the therapeutic hour so that you can fully immerse yourself in the process without worrying about the time. Occasionally Dr. Stone may inform you a few minutes before the end of the session that the time is winding down, so that you may have the opportunity to leave the session feeling composed or complete.

**TELEPHONE & EMERGENCY PROCEDURES:** If you need to contact Dr. Stone between sessions, please leave a message at (707) 291-7386 and your call will be returned as soon as possible. Dr. Stone checks her messages during the daytime only, unless she is out of town. If she is unavailable for an extended period of time, such as away on vacation, she will provide you with the name of a colleague to contact, if necessary. There are many times when Dr. Stone is not immediately available or is in session with another client. Other circumstances, such as poor cell reception, may cause Dr. Stone to be unavailable by telephone. In these instances, it is best to leave a message on her voicemail **with your phone number and some good times to reach you**, and she will return the call as soon as she is able. If an emergency situation arises, please indicate the nature of emergency clearly in your message, and also call 911 or go to the nearest hospital. If you need to talk to someone right away, call Psychiatric Emergency Services in Santa Rosa at (707) 576-818, or 911. Please do not use email, texts, or faxes for emergencies. Dr. Stone does not always check her email, texts, or faxes daily.

**FEES, INSURANCE, and CANCELLATION POLICY:** Dr. Stone's fee for clinical work is \$185 per hour, and the fee for services will be established at or prior to the first meeting. The fee is collected at the time of each session. Clients are encouraged (but not required) to pay at the beginning of the session so that they can increase their attention during the session and feel undisrupted at the end.

Dr. Stone's hourly fee applies to other professional services, such as telephone conversations lasting longer than ten minutes, site visits, attendance at meetings with other professionals you have authorized, writing or reading of records or reports, preparation of records, reports or treatment summaries, consultation with other professionals regarding clinical, legal or ethical issues, releases of information, longer sessions, travel time, and the time spent performing any other relevant service.



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If Dr. Stone is mandated to appear in a legal proceeding that involves you, you will be expected to pay for her professional time even if she is called to testify by another party. Because of the difficulty of legal involvement, Dr. Stone's hourly fee may increase for preparation and attendance at any legal proceeding. Dr. Stone's fee for services may be increased at the beginning of the year, but should this increase take place it will be discussed with you within one month prior to that change. You will be expected to pay for each session at the beginning of the hour, unless it is agreed otherwise.

**CANCELLATION and ILLNESS:** Since the scheduling of an appointment involves the reservation of time specifically for you, a minimum of 24 hours notice is required for re-scheduling or canceling an appointment. If you cancel an appointment in less than 24 hours, the full fee will be charged for sessions missed without such notification. Occasionally clients become ill on the same day as their scheduled appointment, and are unsure about whether or not to cancel. In that situation (and particularly if there is a chance that you might be contagious), you agree to cancel your appointment even on short notice in order to respect the health of the other occupants in the building.

**OUTSTANDING BALANCES:** If your account has not been paid for more than 30 days and arrangements for payment have not been agreed upon, Dr. Stone reserves the right to use 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, all costs associated with same will be included in the claim. In most collection situations, the only information Dr. Stone releases regarding a client's treatment for collection purposes is his/her name, the nature of services provided, the dates of unpaid services, and the amount due.

**PAYMENTS & INSURANCE REIMBURSEMENT:** Dr. Stone is not a participating member/provider of any insurance company and her office policy is to accept a direct payment from the client at the time of each session. Dr. Stone does not carry balances for clients or accept insurance payments directly, and it is not the policy of this office to wait for the client to receive insurance or other reimbursements before receiving payment for her services. Clients who carry insurance should remember that professional services are rendered and charged to the clients and not to the insurance companies. If you have insurance that allows coverage for out-of-network providers, Dr. Stone will be glad to provide you with a statement (sometimes called a "superbill") on a monthly basis, which you can then submit to your insurance company for reimbursement. Please be aware that submitting a mental health invoice for reimbursement carries a certain amount of risk. Not all issues/conditions/problems, which are dealt with in psychotherapy, are reimbursed by insurance companies. It is your responsibility to verify the specifics of your coverage.

Dr. Stone is not a Medicare provider, and even if you are eligible for receiving Medicare coverage for psychological services, you agree to waive your right to bill Medicare by signing an "Opt-Out Agreement" with Dr. Stone. If you are currently covered by Medicare or expect to be covered in the near future, you agree to notify Dr. Stone so that the Opt-Out Agreement can be executed in a timely fashion.



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**CONFIDENTIALITY:** All information disclosed within sessions and the written records pertaining to those sessions are confidential and may not be revealed to anyone without your written permission except where disclosure is required by law.

**WHEN DISCLOSURE IS REQUIRED OR MAY BE REQUIRED BY LAW:** There are a few exceptions to confidentiality, and these include situations in which Dr. Stone is legally required to take action to protect someone from harm, even if she has to reveal some information about a client's treatment. Some of the circumstances where disclosure is required or may be required by law are: where there is a reasonable suspicion of child, dependent, or elder abuse or neglect; where a client presents a danger to self, to others, to property, or is gravely disabled; or when a client's family members communicate to Dr. Stone that the client presents a danger to others. These reports are mandated if Dr. Stone's suspicion is *reasonable* and if she learns about such events during her professional capacity. Sometimes the suspected perpetrator of abuse is not the client but rather a third party, such as a client's neighbor, friend, or family member. Or, it can include a perpetrator from the client's past that currently poses certain risks to potential victims, such as children in near proximity. Even in these unusual situations, Dr. Stone may be required to break confidentiality in order to protect someone. Dr. Stone may also be required to take other protective actions such as notifying a potential victim, contacting the police, or seeking hospitalization for the client. If the client threatens to harm himself/herself, Dr. Stone may be obligated to seek hospitalization for that person or to contact family members or others who can help to provide that person's safety.

**LITIGATION LIMITATION:** Due to the nature of the therapeutic process and the fact that it often involves making a full disclosure with regard to many matters which may be of a confidential nature, it is agreed that, should there be legal proceedings (such as, but not limited to divorce and custody disputes, injuries, lawsuits, etc.), neither you nor your attorney(s), nor anyone else acting on your behalf will call on Dr. Stone to testify in court or at any other proceeding, nor will a disclosure of the psychotherapy records be requested unless otherwise agreed upon. In some proceedings, however, a judge may determine that the client has expressly or implicitly waived the right to confidentiality, in which case a therapist might be required to give testimony. If any of these situations were to occur, Dr. Stone will make every effort to fully discuss them with you before taking any action. Disclosure may also be required pursuant to a legal proceeding by or against you. If you place your mental status at issue in litigation initiated by you, the defendant may have the right to obtain the psychotherapy records and/or testimony by Dr. Stone.

**EMERGENCY:** If there is an emergency during therapy, or in the future after termination, where Dr. Stone becomes concerned about your personal safety, the possibility of you injuring someone else, or about you receiving proper psychiatric care, she will do whatever she can within the limits of the law, to prevent you from injuring yourself or others and to ensure that you receive the proper medical care. For this purpose, she may also contact the person whose name you have provided on the patient information form.

**HEALTH INSURANCE & CONFIDENTIALITY OF RECORDS:** Disclosure of confidential information may be required by your health insurance carrier or HMO/



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PPO/MCO/EAP in order to process the claims. If you so instruct Dr. Stone, only the minimum necessary information will be communicated to the carrier. Dr. Stone has no control over, or knowledge of, what insurance companies do with the information she submits or who has access to this information. You must be aware that submitting a mental health invoice for reimbursement carries a certain amount of risk to confidentiality, privacy or to future capacity to obtain health or life insurance or even a job. The risk stems from the fact that mental health information is likely to be entered into big insurance companies' computers and is likely to be reported to the National Medical Data Bank. Accessibility to companies' computers or to the National Medical Data Bank database is always in question as computers are inherently vulnerable to hacking and unauthorized access. Medical data has also been reported to have been legally accessed by law enforcement and other agencies, which also puts you in a vulnerable position.

**CONSULTATION:** Dr. Stone consults regularly with other professionals regarding her clients; however, each client's identity remains completely anonymous and confidentiality is fully maintained.

**E-MAILS, CELL PHONES, COMPUTERS, AND FAXES:** It is very important to be aware that computers and unencrypted e-mail, texts, and e-faxes communication can be relatively easily accessed by unauthorized people and hence can compromise the privacy and confidentiality of such communication. E-mails, texts, and e-faxes, in particular, are vulnerable to such unauthorized access due to the fact that servers or communication companies may have unlimited and direct access to all e-mails, texts and e-faxes that go through them. While data on Dr. Stone's laptop is encrypted, e-mails and e-faxes are not. It is always a possibility that e-faxes, texts, and email can be sent erroneously to the wrong address and computers. Unencrypted email or text provides as much privacy as a postcard. You should not communicate any information with your health care provider that you would not want to be included on a postcard that is sent through the Post Office. Dr. Stone's laptop is equipped with a firewall, a virus protection and a password, and she backs up all confidential information from her computer on a regular basis onto an encrypted hard-drive. Also, be aware that phone messages are transcribed and sent to Dr. Stone via unencrypted e-mails. Please notify Dr. Stone if you decide to avoid or limit, in any way, the use of e-mail, texts, cell phones calls, phone messages, or e-faxes. If you communicate confidential or private information via unencrypted e-mail, texts or e-fax or via phone messages, Dr. Stone will assume that you have made an informed decision, will view it as your agreement to take the risk that such communication may be intercepted, and she will honor your desire to communicate on such matters. Please do not use texts, e-mail, voice mail, or faxes for emergencies.

**RECORDS AND YOUR RIGHT TO REVIEW THEM:** Both the law and the standards of Dr. Stone's profession require that she keep treatment records for at least 6 years. Unless otherwise agreed to be necessary, Dr. Stone retains clinical records only as long as is mandated by California law. If you have concerns regarding the treatment records, please discuss them with Dr. Stone. As a client, you have the right to review or receive a summary of your records at any time, except in limited legal or emergency circumstances or when Dr. Stone assesses that releasing such information might be harmful in any way. In such a case, Dr. Stone will provide the records to an appropriate and legitimate mental health professional of your choice. Considering all of the above exclusions, if



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it is still appropriate, and upon your request, Dr. Stone will release information to any agency/person you specify unless Dr. Stone assesses that releasing such information might be harmful in any way. When more than one client is involved in treatment, such as in cases of couple and family therapy, Dr. Stone will release records only with signed authorizations from all the adults (or all those who legally can authorize such a release) involved in the treatment.

**MEDIATION & ARBITRATION:** All disputes arising out of, or in relation to, this agreement to provide psychotherapy services shall first be referred to mediation, before, and as a pre-condition of, the initiation of arbitration. The mediator shall be a neutral third party chosen by agreement of Dr. Stone and the client(s). The cost of such mediation, if any, shall be split equally, unless otherwise agreed upon. In the event that mediation is unsuccessful, any unresolved controversy related to this agreement should be submitted to and settled by binding arbitration in (your county, state) in accordance with the rules of the American Arbitration Association which are in effect at the time the demand for arbitration is filed. Notwithstanding the foregoing, in the event that your account is overdue (unpaid) and there is no agreement on a payment plan, Dr. Stone can use legal means (court, collection agency, etc.) to obtain payment. The prevailing party in arbitration or collection proceedings shall be entitled to recover a reasonable sum as and for attorney's fees. In the case of arbitration, the arbitrator will determine that sum.

**TREATMENT PLANS:** Within a reasonable period of time after the initiation of treatment, Dr. Stone will discuss with you her working understanding of the problem, treatment plan, therapeutic objectives, and her view of the possible outcomes of treatment. If you have any unanswered questions about any of the procedures used in the course of your therapy, their possible risks, Dr. Stone's expertise in employing them, or about the treatment plan, please ask and you will be answered fully. You also have the right to ask about other treatments for your condition and their risks and benefits.

**DUAL RELATIONSHIPS:** Despite a popular perception, not all dual or multiple relationships are unethical or avoidable. However, dual relationships should never be sexual or exploitative in nature, and any other dual relationship that is agreed upon is considered not to impair Dr. Stone's objectivity and/or clinical judgment. Dr. Stone will assess carefully before entering into non-sexual and non-exploitative dual relationships with clients. It is important to realize that in some communities, particularly small towns, military bases, university campus, etc., multiple relationships are either unavoidable or expected. Dr. Stone will never acknowledge working with anyone without her written permission. Many clients have chosen Dr. Stone as their therapist because they knew her before they entered therapy with her, and/or are personally aware of her professional work and achievements.

Nevertheless, Dr. Stone will discuss with you the often-existing complexities, potential benefits and difficulties that may be involved in dual or multiple relationships. Dual or multiple relationships can enhance trust and therapeutic effectiveness but can also detract from it and often it is impossible to know which ahead of time. It is your responsibility to advise Dr. Stone if the dual or multiple relationship becomes uncomfortable for you in any way. Dr. Stone will always listen carefully and





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respond to your feedback and will discontinue the dual relationship if she finds it interfering with the effectiveness of the therapy or your welfare and, of course, you can do the same at any time.

**SOCIAL NETWORKING AND INTERNET SEARCHES:** At times, Dr. Stone may conduct a web search on her clients before the beginning of therapy or during therapy. If you have concerns or questions regarding this practice, please discuss them with her. She does not accept friend requests from current or former clients on social networking sites, such as Facebook. She believes that adding clients as friends on these sites and/or communicating via such sites is likely to compromise their privacy and confidentiality. For this same reason, she request that clients not communicate with her via any interactive or social networking web sites.

**TERMINATION:** As set forth above, after the first couple of meetings, Dr. Stone will assess if she can be of benefit to you. Dr. Stone does not work with clients who, in her opinion, she cannot help. In such a case, if appropriate, she will give you referrals that you can contact. If at any point during psychotherapy Dr. Stone either assesses that she is not effective in helping you reach the therapeutic goals or perceived you as non-compliant or non-responsive, and if you are available and/or it is possible and appropriate to do, she will discuss with you the termination of treatment and conduct pre-termination counseling. In such a case, if appropriate and/or necessary, she would give you a couple of referrals that may be of help to you. If you request it and authorize it in writing, Dr. Stone will talk to the psychotherapist of your choice in order to help with the transition. If at any time you want another professional's opinion or wish to consult with another therapist, Dr. Stone will give you a couple of referrals that you may want to contact, and if she has your written consent, she will provide her or him with the essential information needed. You have the right to terminate therapy and communication at any time. If you choose to do so, upon your request and if appropriate and possible, Dr. Stone will provide you with names of other qualified professionals whose services you might prefer.

**CLOSURE:** The ending of therapy is often a positive experience, representing the completion of important psychological work. While all of us are a "work in progress," with ongoing lessons and unfolding challenges, we are also entitled to decide, to the extent that we are able, when the significant chapters of our lives should end. If you choose to terminate therapy for any reason, you are encouraged to do so with conscious awareness and forward planning, allowing yourself to review the important work you have done, and to express any feelings you may have about saying goodbye. To that end, it is ideal to work collaboratively toward closure and within a large enough timeframe, so that Dr. Stone can adequately support your leaving. It is Dr. Stone's experience that clients who leave with only 1-2 weeks' notice do not always have enough time for successful resolution of the therapeutic work.

While this Consent for Psychotherapy Services should prove helpful in informing you about certain laws, guidelines, and office policies, it is important that you discuss any questions or concerns that you may have with Dr. Stone at the first meeting. While she will be happy to discuss any of these issues with you, please keep in mind that the laws governing confidentiality are quite complex, and she is not an attorney.



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*Consent Form for Services*

I have read the above Consent for Psychotherapy Services carefully. I understand the office policies, general information, and limits of confidentiality, agree to comply with them.

**Client's Name (print)** \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

**Heather Stone, Ph.D.**

Signature \_\_\_\_\_ Date \_\_\_\_\_



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*Consent to use e-mail and text*

## Consent to use Unencrypted E-Mail or Text

It is very important that you are aware that computer e-mail, texts, and e-fax communication, can be relatively easily accessed by unauthorized people and hence can compromise the privacy and confidentiality of such communication. E-mails, texts, and e-faxes, in particular, are vulnerable to such unauthorized access due to the fact that servers or communication companies may have unlimited and direct access to all e-mails, texts and e-faxes that go through them. While data on Dr. Stone's laptop is encrypted, e-mails and e-faxes are not. It is always a possibility that e-faxes, texts, and e-mail can be sent erroneously to the wrong address and computers. Unencrypted e-mail or texts provide as much privacy as a postcard. You should not communicate any information to your health care provider that you would not want to be included on a postcard that is sent through the Post Office. E-mail messages on your computer, your laptop, iPad, phone or other devices have inherent privacy risks – especially when your e-mail access is provided through your employer or when access to your e-mail messages is not password protected. Dr. Stone's laptop is equipped with a firewall, a virus protection and a password, and all confidential information from the computer is backed up on a regular basis onto an encrypted hard-drive. Please, note that e-mails, faxes, and texts are all part of your clinical records. Also, be aware that phone messages are transcribed and sent to Dr. Stone via unencrypted e-mails.

Please notify Dr. Stone if you decide to avoid or limit, in any way, the use of e-mail, texts, cell phone calls, phone messages, or e-faxes. If you communicate confidential or private information via unencrypted e-mail, texts or e-fax or via phone messages, it will be assumed that you have evaluated the risks and made an informed decision. Dr. Stone will view it as your agreement to take the risk that such communication may be intercepted, and your desire to communicate on such matters will be honored. Please do not use texts, e-mail, voice mail, or faxes for emergencies.

Patient's Name: \_\_\_\_\_

Cell Phone Number: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

Patient's Signature: \_\_\_\_\_



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**Authorization for Payment**  
**with Credit Card**

I, \_\_\_\_\_ hereby authorize Dr. Heather Stone to charge my credit card in the amount of \$185.00 for psychotherapy services upon completion of session.

I also agree that Dr. Stone may charge this account for missed appointments if 24 hours' cancellation notice is not provided.

Patient's Name: \_\_\_\_\_

Credit Card Name: \_\_\_\_\_

Card Number: \_\_\_\_\_

Expiration Date: \_\_\_\_\_

Security Code: \_\_\_\_\_

Zip Code: \_\_\_\_\_

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Dated



## Telemedicine Informed Consent

I \_\_\_\_\_ hereby consent to engage in telemedicine (e.g., internet or telephone based therapy) with Dr. Heather Stone as the main venue for my psychotherapy treatment. I understand that telemedicine includes the practice of health care delivery, including mental health care delivery, diagnosis, consultation, treatment, transfer of medical data, and education using interactive audio, video, and/or data communications. I understand that telemedicine also involves the communication of my medical/mental health information, both orally and visually, to other health care practitioners.

I understand that I have the following rights with respect to telemedicine:

(1) I have the right to withhold or withdraw consent at any time without affecting my right to future care or treatment nor risking the loss or withdrawal of any program benefits to which I would otherwise be entitled.

(2) The laws that protect the confidentiality of my medical information also apply to telemedicine. As such, I understand that the information disclosed by me during the course of my therapy is generally confidential. However, there are both mandatory and permissive exceptions to confidentiality including, but not limited to: reporting child, elder, and dependent adult abuse; expressed threats of violence towards an ascertainable victim; and where I make my mental or emotional state an issue in a legal proceeding. (See also Office Policies and HIPAA Notice of Privacy Practices forms, provided to me, for more details of confidentiality and other issues.)

I also understand that the dissemination of any personally identifiable images or information from the telemedicine interaction to researchers or other entities shall not occur without my written consent.

(3) I understand that there are risks and consequences from telemedicine. These may include, but are not limited to, the possibility, despite reasonable efforts on the part of my psychotherapist, that: the transmission of my medical information could be disrupted or distorted by technical failures; the transmission of my medical information could be interrupted by unauthorized persons; the electronic storage of my medical information could be accessed by unauthorized persons and/or misunderstandings can more easily occur, especially when care is delivered in an asynchronous manner.



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In addition, I understand that telemedicine based services and care may not yield the same results nor be as complete as face-to-face service. I also understand that if my psychotherapist believes I would be better served by another form of psychotherapeutic service (e.g. face-to-face service), I will be referred to a psychotherapist in my area who can provide such service. Finally, I understand that there are potential risks and benefits associated with any form of psychotherapy, and that despite my efforts and the efforts of my psychotherapist, my condition may not improve and in some cases may even get worse.

(4) I understand that I may benefit from telemedicine, but results cannot be guaranteed or assured. The benefits of telemedicine may include, but are not limited to: finding a greater ability to express thoughts and emotions; transportation and travel difficulties are avoided; time constraints are minimized; and there may be a greater opportunity to prepare in advance for therapy sessions.

(5) I understand that I have the right to access my medical information and copies of medical records in accordance with California law, that these services may not be covered by insurance and that if there is intentional misrepresentation, therapy will be terminated.

I have read and understand the information provided above, which has also been explained to me verbally. I have discussed it with my psychotherapist, and all of my questions have been answered to my satisfaction.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_