

*Stone Counseling
Wendy Stone, LPC, LMFT
3901 W. Slaughter Ln.
Austin, TX 78748
512-900-9282*

HIPAA NOTICE OF PRIVACY PRACTICES

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, 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 stonecounseling.com.

III. HOW I WILL USE AND DISCLOSE YOUR PHI

I will use and disclose your PHI for various 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, along 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 will use and disclose Protected Health Information (PHI) about you to manage your health care and related services.
- 2. For health care operations.** I may disclose your PHI to conduct business and support health care operations. Examples include, but are not limited to the evaluation of the quality of health care services that you have received, documentation, and audits of accurate billing. 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 healthcare 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 for after treatment is rendered. In the event that I try to get your consent but you are unable to communicate with me (i.e. 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 State 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).
- 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 State Child Abuse and Neglect Reporting Law.** *Example,* if I have a reasonable suspicion of child abuse or neglect.

- 8. If disclosure is mandated by the State Elder/Dependent Adult Abuse Reporting Law.** *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. Sale of Practice or Discontinue of Practice. I may use and/or disclose your PHI to another health care provider or facility in the consolidation or sale of my practice or in the event of unforeseeable death or incapacitation of **Wendy Stone, LPC, LMFT**.

19. If disclosure is otherwise specifically required by law.

C. Certain Uses and 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.

- 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 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 15th, 2003. After April 15th, 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, DC 20201. If you file a complaint about my privacy practices, I will not take 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: **Wendy Stone, LPC, LMFT 512-900-9282.**

VII. NOTIFICATIONS OF BREACHES

In the case of a breach, **Wendy Stone, LPC, LMFT** is required to notify each affected individual whose unsecured PHI has been compromised. Even if such a breach was caused by a business associate, **Wendy Stone, LPC, LMFT** 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. **Wendy Stone, LPC, LMFT** 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. **Wendy Stone, LPC, LMFT** may disclose deceased individual's PHI to non-family members, as well as family members, who were involved in the care or payment for health care 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. Individual's Right to Restrict Disclosures; Right of Access

To implement the 2013 HITECH Act, the Privacy Rule is amended. **Wendy Stone, LPC, LMFT** 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 restricted 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 **Wendy Stone, LPC, LMFT** 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 **Wendy Stone, LPC, LMFT** 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 **Wendy Stone, LPC, LMFT** to transmit an electronic copy of PHI to an entity or person designated by you. Furthermore, the amendments restrict the fees that **Wendy Stone, LPC, LMFT** 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 down to 30 days, with a one-time extension of 30 additional days.

X. NPP

Wendy Stone, LPC, LMFT 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 July 7, 2016

Original effective day September 2013.

***Stone Counseling
Wendy Stone, LPC, LMFT
3901 W. Slaughter Ln.
Austin, TX 78748
512-900-9282***

Notice of Information and Consent

This form 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.

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: Some of the circumstances where disclosure is required or may be required by law: 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 Wendy Stone, LPC, LMFT that the client presents a danger to others. 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 Wendy Stone, LPC, LMFT. In couple and family therapy, or when different family members are seen individually, even over a period of time, confidentiality and privilege do not apply between the couple or among family members, unless otherwise agreed upon. Wendy Stone, LPC, LMFT will use his/her clinical judgment when revealing such information. Wendy Stone, LPC, LMFT will not release records to any outside party unless she is authorized to do so by all adult parties who were part of the family therapy, couple therapy or other treatment that involved more than one adult client. You will be notified if an unsecure breach of your PHI occurs. Most uses and disclosures of psychotherapy notes, marketing disclosures and sale of PHI or other uses not described in this notice do require prior authorization by you.

PSYCHOTHERAPY NOTES:

PHI and psychotherapy notes about you may be released in response to a claim, suit, or complaint filed against Wendy Stone, LPC, LMFT.

SALE OF PRACTICE OR DISCONTINUE OF PRACTICE. I may use and/or disclose your PHI to another health care provider or facility in the consolidation or sale of my practice or in the event of unforeseeable death or incapacitation of Wendy Stone, LPC, LMFT.

EMERGENCY: If there is an emergency during therapy, or in the future after termination, where Wendy Stone, LPC, LMFT 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 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 biographical sheet.

HEALTH INSURANCE & CONFIDENTIALITY OF RECORDS: Disclosure of confidential information may be required by your health insurance carrier or HMO/PPO/MCO/EAP in order to process the claims. If you so instruct Wendy Stone, LPC, LMFT, only the minimum necessary information will be communicated to the carrier. Wendy Stone, LPC, LMFT 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 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.

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 Wendy Stone, LPC, LMFT to testify in court or at any other proceeding, nor will a disclosure of the psychotherapy records be requested unless otherwise agreed upon.

CONSULTATION: Wendy Stone, LPC, LMFT 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 Wendy Stone's laptop is encrypted, e-mails and e-fax 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. Wendy 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 Wendy Stone, LPC, LMFT via unencrypted e-mails. Please notify Wendy Stone, LPC, LMFT 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, 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-mails, voice mail, or faxes for emergencies.

SOCIAL MEDIA

I do not accept friend requests from current or former clients on social networking sites due to the fact that these sites can compromise clients' confidentiality and privacy. For the same reason, I request that clients do not communicate with me via any interactive or social networking websites.

RECORDS AND YOUR RIGHT TO REVIEW THEM: Both the law and the standards of Wendy Stone, LPC, LMFT profession require that s/he keep treatment records for several years. Unless otherwise agreed to be necessary, Wendy Stone, LPC, LMFT retains clinical records only as long as is mandated by Texas law or other guidelines. If you have concerns regarding the treatment records, please discuss them with Wendy Stone, LPC, LMFT. 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 Wendy Stone, LPC, LMFT assesses that releasing such information might be harmful in any way. In such a case, Wendy Stone, LPC, LMFT will provide the records to an appropriate and legitimate mental health professional of your choice. Considering all of the above exclusions, if it is still appropriate, and upon your request, Wendy Stone, LPC, LMFT will release information to any agency/person you specify unless Wendy Stone, LPC, LMFT 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, Wendy Stone, LPC, LMFT 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.

TELEPHONE & EMERGENCY PROCEDURES: If you need to contact Wendy Stone, LPC, LMFT between sessions, please leave a message at the answering service (512)900-9282 and your call will be returned as soon as possible. Wendy Stone, LPC, LMFT checks her messages a few times during the daytime only, unless she is out of town. If an emergency situation arises, indicate it clearly in your message and if you need to talk to someone right away call Psychiatric Emergency Services. 24-hour crisis line (Austin): (512) 472-HELP or the Police: 911. Please do not use email or faxes for emergencies. Wendy Stone, LPC, LMFT does not always check his/her email or faxes daily.

PAYMENTS & INSURANCE REIMBURSEMENT: Clients are expected to pay the standard fee of \$115 per 60 minute session at the end of each session unless other arrangements have been made or if using health insurance the in office cost as designated by your health insurance company. Telephone conversations, writing and reading of reports, consultation with other professionals, release of information, reading records, longer sessions, travel time, etc. will be charged at the same rate, unless indicated and agreed upon otherwise. Please notify Wendy Stone, LPC, LMFT if any problems arise during the course of therapy regarding your ability to make timely payments. Clients who carry insurance should remember that professional services are rendered and charged to the clients and not to the insurance companies. As was indicated in the section, Health Insurance & Confidentiality of Records, you must be aware that submitting a mental health invoice for reimbursement carries a certain amount of risk. Not all issues/conditions/problems, responsibility to verify the specifics of your coverage. If your account is overdue (unpaid) and there is no written agreement on a payment plan, Wendy Stone, LPC, LMFT can use legal or other means (courts, collection agencies, etc.) to obtain payment. It is our preferred method to keep a credit card on file for copayments and for balances due from broken appointments, and claims not paid by insurance companies.

Insurance: As a courtesy to our clients with health care insurance we bill your insurance company for you. We are not the insurance company and therefore do not guarantee any benefit coverage. We do our best to give you accurate estimates provided to us by the insurance company. Please understand these are only estimates and may not be accurate due to insurance terms, eligibility and clauses. If your insurance has not paid their estimated portion within 45 days or has denied your claim, we will submit your claim once again. If it returns unpaid you must be prepared to pay the balance. All claims submitted are subject to review and vary with each individual plan. For more specific details please contact your insurance company.

Statements: As a courtesy to you, we will email a secure statement detailing any balance due. When payment is received from your health plan, the Explanation of Benefits or Payments is reconciled and you will receive a statement for any unpaid allowed amounts deemed to be your responsibility in accordance with industry standards and health plan contractual terms.

While it can be the provider's responsibility to arrange for pre-authorization of services when required by your health plan, this can only be accomplished accurately when we have the correct information for your health plan(s). Please be aware: 1) Keeping us updated on health plan changes is your responsibility. 2) Certain procedures or services may not be covered, or may be considered "not medically necessary", by your health plan. You are responsible for payment of these services. 3) Please be aware: Payment is due upon receipt of the statement. 4) Returned Checks: If a check is returned for insufficient funds or closed account, or payment is stopped, your account will be charged a \$25 fee. Patients who do not reconcile their account will no longer have the option to pay by check.

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 Wendy Stone, LPC, LMFT 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 Travis County 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, Wendy Stone, LPC, LMFT 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.

PSYCHOTHERAPY NOTES: PHI and psychotherapy notes about you may be released in response to a claim, suit, or complaint filed against Wendy Stone, LPC, LMFT.

THE PROCESS OF THERAPY/EVALUATION AND SCOPE OF PRACTICE: Participation in therapy can result in a number of benefits to you, including improving interpersonal relationships and resolution of the specific concerns that led you to seek therapy. Working toward these benefits, however, requires effort on your part. Psychotherapy requires your very active involvement, honesty, and openness in order to change your thoughts, feelings, and/or behavior. Wendy Stone, LPC, LMFT 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. Sometimes more than one approach can be helpful in dealing with a certain situation. During evaluation or therapy, remembering or talking about unpleasant events, feelings, or thoughts can result in you experiencing considerable discomfort or strong feelings of anger, sadness, worry, fear, etc., or experiencing anxiety, depression, insomnia, etc. Wendy Stone, LPC, LMFT may challenge some of your assumptions or perceptions or propose different ways of looking at, thinking about, or handling situations, which can cause you to feel very upset, angry, depressed, challenged, or disappointed. 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 more often it will be slow and even frustrating. There is no guarantee that psychotherapy will yield positive or intended results. During the course of therapy, Wendy Stone, LPC, LMFT is likely to draw on various psychological approaches according, in part, to the problem that is being treated and her assessment of what will best benefit you. These approaches include, but are not limited to, behavioral, cognitive-behavioral, cognitive, psychodynamic, existential, system/family, developmental (adult, child, family), humanistic or psycho-educational. **Wendy Stone, LPC, LMFT provides neither custody evaluation recommendation nor medication or prescription recommendation nor legal advice**, as these activities do not fall within her scope of practice.

TREATMENT PLANS: Within a reasonable period of time after the initiation of treatment, Wendy Stone, LPC, LMFT will discuss with you her working understanding of the problem, a treatment plan, therapeutic objectives, and her view of the possible outcomes of the treatment. If you have any unanswered questions about any of the procedures used in the course of your therapy, their possible risks, Wendy Stone, LPC, LMFT'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.

TERMINATION: As set forth above, after the first couple of meetings, Wendy Stone, LPC, LMFT will assess if she can be of benefit to you. Wendy Stone, LPC, LMFT does not work with clients who, in her opinion, she cannot help, or if Wendy Stone, LPC, LMFT feels that you require care that is outside/beyond her expertise. In such a case, if appropriate, she will give you referrals that you can contact. If at any point during psychotherapy Wendy Stone, LPC, LMFT 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, Wendy Stone, LPC, LMFT 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, Wendy Stone, LPC, LMFT will give you a couple of referrals that you may want to contact, and if he has your written consent, he 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, Wendy Stone, LPC, LMFT will provide you with names of other qualified professionals whose services you might prefer.

CANCELLATION: Since the scheduling of an appointment involves the reservation of time specifically for you, a **minimum of 48 hours notice** is required for re-scheduling or canceling an appointment. Unless we reach a different agreement, the full fee of \$115.00 will be charged for sessions missed without such notification. Most insurance companies do not reimburse for missed sessions and you will be responsible for that missed/late cancellation fee.

XI. EFFECTIVE DATE OF THIS NOTICE

This notice went into effect on July 7, 2016

Original effective day September 2013.