

Gallatin Psychotherapy, Inc.

1902 W. Dickerson St., Ste 208

Bozeman, MT 59715

Office (406) 582-0500

FAX (406) 582-0500

www.gallatinpsychotherapy.com

Psychotherapy Services Agreement

Welcome to our psychotherapy practice! This document (the Agreement) contains important legal information about our professional services and office policies. It also contains summary information about the Health Insurance Portability and Accountability Act (HIPAA), a federal law that provides privacy protections and patient rights with regard to the use and disclosure of your Protected Health Information (PHI) used for the purpose of treatment, payment, and health care operations. HIPAA requires that we provide you with a Notice of Privacy Practices (the Notice) for use and disclosure of PHI for treatment, payment and health care operations. The Notice, which is attached to this Agreement, explains HIPAA and its application to your personal health information in greater detail. The law requires that we obtain your signature acknowledging that we have provided you with this information by the end of your first session. Although these are long documents, it is very important that you read them carefully. We can discuss any questions you have about any of these contents at any time. When you sign this document, it will represent an Agreement between us. You may revoke this Agreement in writing at any time. That revocation will be binding on us unless we have taken action in reliance on it; if there are obligations imposed on us by your health insurer in order to process or substantiate claims made under your policy; or if you have not satisfied any financial obligations you have incurred.

Counseling and Psychological Services

Psychotherapy is most effective when a close and trusting relationship develops between the client and psychotherapist. To do our job effectively, we need to understand you at a very deep level, and it is important that you pay attention how comfortable you feel with your psychotherapist as they work with you and get to know you. If you do not feel comfortable with your therapist, we will be more than happy to help you find a better fit, either inside or outside our office.

Once your psychotherapist understands you and your goals he or she will recommend a tailored approach to help you achieve your goals as quickly and powerfully as possible. A psychotherapist is not like a medical doctor who tells you what to do. Instead, psychotherapy is a collaborative process which calls for you to understand what is recommended, decide whether or not you'd like to pursue the recommendations, be an

active and honest participant in session, and often, work hard on homework outside of session.

Psychotherapy can have benefits and risks. Since therapy sometimes involves discussing unpleasant aspects of your life, you may experience uncomfortable feelings like sadness, guilt, anger, frustration, loneliness, and helplessness. You may become more frustrated and stressed if you feel psychotherapy isn't helping you. On the other hand, psychotherapy has also been shown to be very effective for treating many mental health issues. Therapy often leads to better personal functioning, relationships, solutions to specific problems, and significant reductions in feelings of stress and other negative emotions. The degree to which psychotherapy is beneficial seems to depend on the client's readiness and motivation to change, the strength of the relationship that develops between the client and therapist, and the therapist's level of knowledge and skill.

During your first few sessions you will be building a relationship with your therapist and they will also be working to understand you and your goals for therapy. By the end of this process, your therapist will be able to give you their impressions of the extent to which they can help you achieve your goals and what it will take to do so. At this point you should have a good sense of whether you are comfortable moving forward with your therapist and their recommended treatment plan. Therapy involves a significant commitment of time, money, and energy, so we encourage you to be very careful about the therapist you select. If you have questions about anything, bring them up at anytime. If your doubts persist, we will be happy to help you set up a meeting with another mental health professional for a second opinion.

Meetings

We generally recommend meeting once per week for 60 or 90 minutes. Some clients may wish to proceed more quickly toward their goals, and this can often be accommodated if there are no contraindications. After a therapeutic relationship is established and significant progress has been made, it is possible to continue to achieve progress with biweekly, monthly, or as-needed sessions.

Once an appointment is scheduled, you will be charged for the session unless you provide 24 hours advance notice of cancellation unless we both agree that you were unable to attend due to circumstances beyond your control. It is important to note that insurance companies do not provide reimbursement for cancelled sessions. We will attempt to reschedule missed appointments to another time later in the week to avoid a missed session charge, however, there are not always openings available to make this possible.

Professional Fees

Our hourly fees for individual, couples, and family mental health counseling vary based on the experience and educational level of the psychotherapist you are working with. The cost for services is specified on a separate Fee Agreement. Other professional services you may need, including report writing, telephone conversations lasting longer than 15 minutes, consulting with other professionals with your permission, preparation of records or treatment summaries, and the time spent performing any other service you may request of us is charged at \$30 per 15 minutes. If you become involved in legal proceedings that requires our participation, you will be expected to pay for all of our professional time, including preparation and transportation costs, even if we are called to testify by another party.

Contacting Us and What to Do in a Crisis

Because we are often seeing clients, we are often not immediately available by telephone. The office is generally staffed between 9 AM and 6 PM, and messages left for the office in general as well as for a particular psychotherapist will usually be returned the same day. Our office manager, Wendy, is generally in the office Monday through Thursday from 9am to 3pm. Please feel free to leave a confidential message for your psychotherapist by voicemail. In case of a crisis during evenings or weekends, please call the crisis center at 586-3333, dial 911, or go to the local emergency room as we do not monitor evening and weekend calls. Your psychotherapist may request that you call them directly on their home or cell number for occasional crisis assistance. However, we are not staffed for crisis management and will generally not be able to assist you on an immediate basis.

Limits of Confidentiality

The law protects the privacy of all communications between a patient and a psychologist or mental health counselor. In most situations, we can only release information about your treatment to others if you sign a written Authorization form that meets certain legal requirements imposed by state law and/or HIPAA. But, there are some situations where we are permitted or required to disclose information without either your consent or Authorization.

We may find it helpful and that it be in your best interest to consult with your physician, psychiatrist or other professional to coordinate your treatment. We occasionally find it helpful to consult other health and mental health professionals about a case. During a consultation, we make every effort to avoid revealing the client's identity. The other professionals are also legally bound to keep any information we share confidential. Unless you object, we will not tell you about these consultations unless we feel that it is important to our work together. We will note all consultations in your Clinical Record.

We practice in a group setting with several mental health professionals and we employ administrative staff. In most cases, we share protected information among these individuals for both clinical supervision and administrative purposes, such as scheduling, billing and to ensure that all of our clients receive the highest possible quality of care. All of the mental health professionals are bound by the same rules of confidentiality. All staff members have been given training about protecting your privacy and have agreed not to release any information outside of the practice.

Disclosures required by health insurers or to collect overdue fees are discussed below. If a client threatens to harm him or herself, we may be obligated to seek hospitalization for him or her, or to contact family members or others who can help provide protection. If you are involved in a court proceeding and a request is made for information about the professional services that we have provided you and/or the records thereof, such information is protected by psychotherapist-client privilege law. We cannot provide any information without your (or your legally appointed representative's) written authorization, a court order, or compulsory process (a subpoena) or discovery request from another party to the court proceeding where that party has given you proper notice (when required) and has stated valid legal grounds for obtaining PHI, and we do not have grounds for objecting under state law (or you have instructed me not to object). If you are involved in or contemplating litigation, you should consult with your attorney to determine whether a court would be likely to order me to disclose information.

If a government agency is requesting the information for health oversight activities pursuant to their legal authority, we may be required to provide it for them. If a client files a complaint or lawsuit against us, we may disclose relevant information regarding that client in order to defend ourselves. If a client files a worker's compensation claim, we must, upon appropriate request, disclose information relevant to the claimant's condition, to the worker's compensation insurer.

There are some situations in which we are legally obligated to take actions, which we believe are necessary to attempt to protect others from harm and we may have to reveal some information about a client's treatment. These situations are highly rare in our practice. If we have reasonable cause to suspect that a child under 18 is abused or neglected, the law requires that we file a report with the appropriate governmental agency, usually Department of Public Health and Human Services. Once such a report is filed, we may be required to provide other information. If we know or have reasonable cause to suspect that an older person or person with a developmental disability has been subjected to abuse, sexual abuse, neglect, or exploitation, the law requires that we file a report with the appropriate governmental agency, usually Department of Public Health and Human Services. Once such a report is filed, we may be required to provide additional information. If a client communicates an actual threat of immediate threat of physical violence by specific means against a clearly identified or reasonably identifiable

victim, we may be required to disclose protected information in order to protect the threatened victim. These actions may include notifying the potential victim, contacting the police, or seeking hospitalization for the client. If such a situation arises, we will make every effort to fully discuss it with you before taking any action and we will limit our disclosure to what is necessary.

While this written summary of exceptions to confidentiality should prove helpful in informing you about potential problems, it is important that we discuss any questions or concerns that you may have now or in the future. The laws governing confidentiality can be quite complex, and in situations where specific advice is required, formal legal advice may be needed.

Professional Records

You should be aware that, in accordance with HIPAA laws, we keep Protected Health Information about you in two sets of professional records. One set constitutes your Clinical Record. It includes information about your reasons for seeking therapy, a description of the ways in which your problem impacts on your life, your diagnosis, the goals that we set for treatment, your progress towards those goals, your medical and social history, your treatment history, any past treatment records that we receive from other providers, reports of any professional consultations, your billing records, and any reports that have been sent to anyone, including reports to your insurance carrier.

In addition, we also keep a set of Psychotherapy Notes. These Notes are for our own personal use and are designed to assist us in providing you with the best treatment. While the contents of Psychotherapy Notes vary from client to client, they may include the contents of our conversations and our analysis of those conversations. They may contain particularly sensitive information that you may reveal that is not required to be included in your Clinical Record. These Psychotherapy Notes are kept separate from your Clinical Record. While insurance companies can request and receive a copy of your Clinical Record, they cannot receive a copy of your Psychotherapy Notes without your signed, written Authorization. Insurance companies cannot require your Authorization as a condition of coverage nor penalize you in any way for your refusal. You may examine and/or receive a copy of both sets of records if you request it in writing, except for information provided by an individual (other than another health care provider) in confidence under circumstances in which confidentiality was appropriate and the access requested would be reasonably likely to reveal the source of the information. Because these are professional records, they can be misinterpreted and/or upsetting to untrained readers. For this reason, we recommend that you initially review them in your psychotherapist's presence, or have them forwarded to another mental health professional so you can discuss the contents. We charge a copying fee not to exceed 50 cents per page, and an administrative fee that not to exceed \$25 for searching and handling recorded health care information. We may withhold your records until the fees are paid. The exceptions to this policy are contained in the attached Notice Form. If we

refuse your request for access to your records, you have a right of review (except for information provided in confidence by another individual other than another health care provider), which we will discuss with you upon request.

Patient Rights

HIPAA provides you with several new or expanded rights with regard to your Clinical Records and disclosures of protected health information. These rights include requesting that we amend your record; requesting restrictions on what information from your Clinical Records is disclosed to others; requesting an accounting of most disclosures of protected health information that you have neither consented to nor authorized; determining the location to which protected information disclosures are sent; having any complaints you make about our policies and procedures recorded in your records; and the right to a paper copy of this Agreement, the attached Notice form, and our privacy policies and procedures. We are happy to discuss any of these rights with you.

Minors & Parents

Patients under 18 years of age who are not emancipated from their parents should be aware that the law may allow parents to examine their child's treatment records. Because privacy in psychotherapy is often crucial to successful progress, particularly with teenagers, it is sometimes our policy to request an agreement from parents that they consent to give up their access to their child's records. If they agree, during treatment, we will provide them only with general information about the progress of the child's treatment, and his/her attendance at scheduled sessions. We will also provide parents with a summary of their child's treatment when it is complete. Any other communication will require the child's Authorization, unless we feel that the child is in danger or is a danger to someone else, in which case, we will notify the parents of our concern. Before giving parents any information, we will discuss the matter with the client, if possible, and do our best to handle any objections he or she may have.

Billing and Payments

You are expected to pay for each session at the time it is held. If you have insurance, you must pay for your session in advance, with the exception of Blue Cross Blue Shield, Tricare, Medicare and Medicaid, in which case you are expected to pay you copayment and any deductible at the time of each session. Monthly bills are sent to notify you of any outstanding charges. In circumstances of financial hardship, we will be willing to negotiate a payment installment plan.

If your account has not been paid for more than 60 days and arrangements for payment have not been agreed upon, we have the option of using legal means to secure the payment. This may involve a collection agency or going through small claims court which will require us to disclose otherwise confidential information. In most collection

situations, the only information we release regarding a client's treatment is his or her name, the nature of services provided, and the amount due.

Insurance Reimbursement

In order for us to set realistic treatment goals and priorities, it is important to evaluate what resources you have available to pay for your treatment. If you have a health insurance policy, it will usually provide some coverage for mental health treatment. We will fill out and submit insurance claims and provide you with whatever assistance we can in helping you receive the benefits to which you are entitled; however, you (not your insurance company) are responsible for full payment of fees.

It is very important that you find out exactly what mental health services your insurance policy covers. We advise you to carefully read the section in your insurance coverage booklet that describes mental health services. If you have questions about the coverage, call your plan administrator. Of course, we will provide you with whatever information we can based on our experience and will be happy to help you in understanding the information you receive from your insurance company. If it is necessary to clear confusion, we will be willing to call the company on your behalf.

Due to the rising costs of health care, insurance benefits have increasingly become more complex. It is sometimes difficult to determine exactly how much mental health coverage is available. "Managed Health Care" plans such as HMOs and PPOs often require authorization before they provide reimbursement for mental health services. These plans are often limited to short-term treatment approaches designed to work out specific problems that interfere with a person's usual level of functioning. It may be necessary to seek approval for more therapy after a certain number of sessions. While much can be accomplished in short-term therapy, many clients feel that they need more services after insurance benefits end.

Your contract with your health insurance company requires that we provide it with information relevant to the services that we provide to you. We are required to provide a clinical diagnosis. Sometimes we are required to provide additional clinical information such as treatment plans or summaries, or copies of your entire Clinical Record. In such situations, we will inform you and make every effort to release only the minimum information about you that is necessary for the purpose requested. This information will become part of the insurance company files and will probably be stored in a computer. Though all insurance companies licensed in Montana claim to keep such information confidential and protect its privacy, we have no control over what they do with it once it is in their hands. We will provide you with a copy of any report we submit, if you request it. By signing this Agreement, you agree that we can provide requested information to your insurance carrier.

Once we have all of the information about your insurance coverage, we will discuss what we can expect to accomplish with the benefits that are available and what will happen if they run out before you feel ready to end your sessions. It is important to remember that you always have the right to pay for our services yourself to avoid the problems described above.

YOUR SIGNATURE BELOW INDICATES THAT YOU HAVE READ THIS AGREEMENT AND AGREE TO ITS TERMS AND ALSO SERVES AS AN ACKNOWLEDGEMENT THAT YOU HAVE RECEIVED THE HIPAA NOTICE FORM DESCRIBED ABOVE.

Printed Name

Signature

Date

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