Welcome to Gentle Path Therapy Services

This document contains important information about our professional services and business 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 about the use and disclosure of your Protected Health Information (PHI) for the purposes of treatment, payment, and health care operations. When you sign this document, it will also represent an agreement between you “the client” and our agency “the therapist.” We can discuss any questions you have when you sign them or at any time in the future.

Therapy is a relationship between people that works in part because of clearly de􀀁ned rights and responsibilities held by each person. As a client in therapy, you have certain rights and responsibilities that are important for you to understand. There are also legal limitations to those rights that you should be aware of. The therapist and our agency have corresponding responsibilities to you. These rights and responsibilities are described in the following sections.

Goals of Therapy & The Therapeutic Process

There can be many goals for the therapeutic relationship. Some of these will be long term goals such as improving the quality of your life, learning to live with mindfulness and self-actualization. Others may be more immediate goals such as decreasing anxiety and depression symptoms, developing healthy relationships, changing behavior or decreasing/ending drug use. Whatever the goals for therapy, they will be set by the client according to what they want to work on in therapy. The therapist may make suggestions on how to reach that goal, but you decide where you want to go.

Therapy will begin with the intake process. First, you will discuss what to expect during therapy, including the type of therapy, the length of treatment and the risks and bene􀀁ts. If your therapist is practicing under the supervision of another professional, your therapist will tell you about their supervision and the name of the supervising professional. Second, you will form a treatment plan, including the type of therapy, how often you will attend therapy, your short- and long-term goals and the steps you will take to achieve them. Over time, you and your therapist may edit your treatment plan to be sure it describes your goals and steps you need to take. After intake, you will attend regular therapy sessions at your therapist’s of􀀁ce or through video, called Telehealth. Participation in therapy is voluntary. You can stop at any time. Once you have achieved your goals, you will review your progress, identify supports that will help you maintain your progress, and discuss how to return to therapy if you need it in the future.

Risks/Benefits of Therapy

Therapy is an intensely personal process which can bring unpleasant memories or emotions to the surface. There are no guarantees that therapy will work for you. Clients can sometimes make improvements only to go backwards after a time. Progress may happen slowly. Therapy requires a very active effort on your part. To be most successful, you will have to work on things we discuss outside of sessions.

However, there are many benefits to therapy. Therapy can help you develop coping skills, make behavioral changes, reduce symptoms of mental health disorders, improve the quality of your life, learn to manage anger, learn to live in the present and many other advantages.

Client Eligibility

Clients accepted into Outpatient Mental Health Services with Gentle Path Therapy Services will only require the level of care of outpatient services. Clients will be deemed appropriate for an outpatient setting if they have no active suicidal ideation, ideation to cause serious bodily harm to others, or active substance abuse that may keep them from staying safe in an outpatient setting.

**Your Signature indicates the client is eligible for outpatient mental health services and does not belong to one the excluded populations above.**

Sign date

Confidentiality

Therapists will not disclose your personal information without your permission unless required by law. If your therapist must disclose your personal information without your permission, your therapist will only disclose the minimum necessary to satisfy the obligation. However, there are a few exceptions as outlined below:

Release of Information: Your therapist will make every effort to keep your personal information private. If you wish to have information released, you will be required to sign a release of information.

Limitations to Confidentiality: Your therapist may consult with a colleague to give you the best service. Therapists are required by law to release information when the client poses a risk to themselves or others, and in cases of abuse to children or the elderly. If your therapist receives a court order or subpoena, they may be required to release some information. In such a case, your therapist will consult with other professionals and limit the release to only what is necessary by law. Should sessions with ANY client become violent/dangerous in anyway, we at Gentle Path Therapy Services reserve the right to contact local authorities to maintain safety. Gentle path therapy services does not permit the recording of any therapy session by either the clinician OR the client for any reason.

Insurance: Most insurance companies require you to authorize your therapist to provide them with a clinical diagnosis. Sometimes therapists must provide additional clinical information which will become part of the insurance company 􀀁les. By signing this Agreement, you agree that your therapist can provide requested information to your carrier if you plan to pay with insurance.

Group Therapy: If you choose to participate in group therapy, be aware that your therapist cannot guarantee that other group members will maintain your confidentiality. Your therapist will remind group members frequently of the importance of keeping what is said in group confidential.

Telehealth (Virtual Appointments): This includes but is not limited to online therapy via Zoom, telephone, email, text. Due to the nature of online therapy, there is always the possibility that unauthorized persons may attempt to discover your personal information. Your therapist will take every precaution to safeguard your information but cannot guarantee that unauthorized access to electronic communications could not occur. Please be advised to take precautions about authorized and unauthorized access to any technology used in therapy sessions. Be aware of any friends, family members, significant others or co-workers who may have access to your computer, phone or other technology used in your therapy sessions.

Should a client have concerns about the safety of their email, your therapist can arrange to encrypt email communication with you.

Record Keeping

Your therapist may keep records of your therapy sessions and a treatment plan which includes goals for your therapy. They will not be shared except for the limits to confidentially discussed in the Confidentiality section. Should the client wish to have their records released, they are required to sign a release of information which specifies what information is to be released and to whom. Records will be kept for at least 10 years after the last session but may be kept for longer. Records will be kept either electronically, or in a paper file and stored in a locked cabinet in the therapist’s office.

Telehealth Appointments

To use telehealth, you need an internet connection from a computer with a camera for video. Our agency exclusively uses RemotEMDR, a HIPAA-compliant Secure Video software. Links for telehealth appointments will be sent to a pre-determined phone number via text or an email. Links are specific to each client and will remain your therapy link until otherwise requested. A new link may be generated as needed or for family/couples or other sessions and sent via text or email as appropriate. You will be responsible for making sure that other people cannot hear your conversation or see your screen during sessions. You may not use video or audio to record your session. Make sure to let your therapist know if you are not in your usual location before starting any telehealth session.

Appointment Fees and Services

All therapy appointments will be 45-90 minutes in duration either in-person in an of􀀁ce setting or virtual appointments referred to as “Telehealth.” You are responsible for paying for your appointment at the time of your session regardless of in-person or telehealth session types. Copays or Co-insurances must be paid on the date of service, or you may be asked to reschedule your appointment.

Payment must be made by check, cash, or credit card. Check payments that are returned for insufficient funds will generate a mandatory $25 bounced check fee in addition to the original payment amount.

Therapy Visit Fees

Initial Intake $175

Individual Therapy 45-53min. $125

Individual EMDR reprocessing 50-83min $175

Family/Couples Therapy 45-53min $150

Late Cancellation: When canceling with less than a 24-hour notice, you will be required to pay a Late Cancellation Fee of $45.

No Show Fee: If you do not show to your scheduled appointment with no notification, you will be charged the No Show Fee of $125.

Balance Accrual: Full payment is due at the time of your session. If you are unable to pay at that time, you may be required to set up a monthly payment plan before scheduling any future appointments. Any balance due will continue to be due until paid in full. If necessary, your balance may be sent to a collection service.

Payment Plans: You may enroll in a payment plan that will bill a credit card on 􀀁le a set amount once per month instead of at the time of each session. Past due balances will be offered a payment plan option prior to any account being transferred to collections.

Insurance: If you have a health insurance policy, it may provide some coverage for mental health treatment. With your permission, Gentle Path Therapy Services will assist you to the extent possible in filing claims and ascertaining information about your coverage, but you are responsible for knowing your coverage and for letting the office know if/when your coverage changes. Member responsibility of the total charge is determined by your insurance policy.

Any information provided by Gentle Path Therapy Services regarding your insurance policy is not a guarantee of payment and any balance due after insurance has processed the claim with be your financial responsibility.

Covered and Non-Covered Services: When your therapist is in network, they have a contract with your insurance company. Your insurance plan may cover all or part of the cost of therapy. You may be responsible for any part of this cost that is not covered by insurance, such as deductibles, copays, or coinsurance. You may also be responsible for any services not covered by your insurance. When your therapist is out-of-network, they do not have a contract with your insurance company, and you will be expected to pay the associated fees as outlined above at the time of the session.

Payment Methods: This agency requires that you keep a valid credit or debit card on file. This card will be charged for the amount due at the time of service and for any fees you may accrue unless other arrangements have been made with the practice ahead of time. It is your responsibility to keep this information up to date,

including providing new information if the card information changes or the account has insufficient funds to cover these charges. If your payment method is declined, you will receive a $25 failed payment fee.

Administrative Fees: Your therapist may charge administrative fees for: writing a letter or report at your request; consulting with another healthcare therapist or other professional outside of normal case management practices; or for preparation, travel, and attendance at a court appearance. Participation Payment is due in advance.

Refund Policy: Should Gentle Path Therapy Services owe you money in the event of an overpayment, the Practice will issue a Check to the client or their legal guardian if they are a minor for the overpaid amount. Gentle Path Therapy Services will not refund payments for services rendered.

I have read and understood the above section Appointment Fees & Services:

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Sign date

Bonneville Collections Agreement

By signing below, I agree to pay all amount(s) owed within 30 days of when such amount(s) are incurred. I understand that it is my responsibility to provide my correct/updated insurance information and that this office will bill my insurance as a courtesy to me. However, regardless of insurance coverage, I agree that it is and shall remain my responsibility to pay all amounts owing as set forth herein. I agree that interest will accrue on all past due amounts at the rate of 1.5% per month until paid in full. In the event any amount(s) is/are referred to a third party debt collection agency, I agree that in addition to any other amount(s) allowed for by law, (such as interest, court costs, reasonable attorney’s fees, etc.) I will also be responsible for a collection fee of up to 33.33% of the principal amount(s) owing as allowed by Utah Code. The terms of this paragraph shall apply to all amount(s) incurred by me or by any individual for whom I have legal responsibility whether such amount(s) are incurred today of after today.

I have read and understood the above section Bonneville Collections Agreement:

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Therapist Communication

Phone: Therapists are not immediately available by telephone throughout the day as they are in sessions with other clients. At these times, you may leave a message on your therapist’s confidential voicemail and your call will be returned as soon as possible, but it may take a day or two for non-urgent matters. If you feel you cannot wait for a return call, or it is an emergency, go to your local hospital or call 911.

Texting/Email: Texting and email are not secure methods of communication and should not be used to communicate personal information. You may choose to receive appointment reminders via text message or email. You should carefully consider who may have access to your text messages or emails before choosing to communicate via either method. Therapists may request client’s email address. Client has the right to refuse to divulge email address. Therapist may use email addresses to check in with clients who have ended therapy suddenly.

Secure Communication: Secure communications are the best way to communicate personal information, though no method is entirely without risk. Your therapist will discuss options available to you.

Social Media: If you try to communicate with your therapist via these methods, they will not respond. This includes any form of friend or contact request, @mention, direct message, wall post and so on. This is to protect your confidentiality and ensure appropriate boundaries in therapy. Your therapist may publish content on various social media websites or blogs. There is no expectation that you will follow, comment on, or otherwise engage with any content. If you do choose to follow your therapist on any platform, they will not follow you back.

Review Websites: If you see your therapist on any form of review website, it is not a solicitation for a review. If you choose to leave a review of your therapist on any website, they will not respond. While you are always free to express yourself in the manner you choose, please be aware of the potential impact on your confidentiality prior to leaving a review.

I have read and understood the above section Mental Health Self-Reporting Assessments:

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Client Rights

501-1-12-2 Clients have the right to:

(a) be treated with dignity;

(b) be free from potential harm or acts of violence;

(c) be free from discrimination;

(d) be free from abuse, neglect, mistreatment, exploitation, and fraud;

(e) privacy of current and closed records;

(f) communicate and visit with family, attorney, clergy, physician, therapist, or case manager, unless therapeutically contraindicated or court restricted;

(g) be informed of agency policies and procedures that affect client or guardian's ability to make informed decisions regarding client care, to include:

(i) program expectations, requirements, mandatory or voluntary aspects of the program and consequences for non-compliance;

(iii) reasons for involuntary termination from the program and criteria for re- admission;

(iv) program service fees and billing; and

(v) safety and characteristics of the physical environment where services will be provided

Consent to Therapy

Your signature below indicates that you have read this Agreement and agree to its terms and that you have been provided information regarding your client rights. Clients under the age of 18 must have Agreement signed by their legal guardian.

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