



FIRESIDE
THERAPY, LLC

BECCA WAGNER, LCSW

Practice Policies and HIPAA

PSYCHOTHERAPY

Psychotherapy varies depending on the personalities of the therapist and client, and the problem(s) being addressed. Often it involves difficult aspects of life and experiencing uncomfortable feelings. Beneficial results depend on an active effort on your part.

I may use different methods in therapy. Generally, my approach invites your close attention to, and the expression of, your internal experience including thoughts, feelings, and recollections of personal history. Together we will explore your perceptions of the world around you. We will identify ways in which you are behaving and ways in which you interact with your world, both those that serve you and those that limit you or create problems.

I will invite you to explore by talking about personal material, by expressing behaviors (some apparent and some out of your awareness), and by experimenting with new behaviors. The degree to which the therapy is successful often depends on your willingness to practice what is experienced in therapy in your daily life. The intent of this therapy is to help you become a more effective participant in your own life.

Therapy is a unique learning experience we both create. I provide expertise in recognizing clinically important material and structuring meaningful therapeutic opportunities. You are responsible for saying what is important to you, what you have come to therapy to address, and deciding for yourself what is useful. You always have the right, in fact, it is important for you, to raise your own needs and any objections or reservations you may have about what we do. It is not my role to tell you what to do. It is your job to make your own decision about what is best for your life.

There are times, despite the best efforts of both the client and the therapist, that the therapy is not helpful. Sometimes a particular therapist or therapeutic approach is simply not a good match. If at any time you feel your therapy with me is not satisfactory, please let me know. If I am unable to make suitable adjustments I will make every effort to locate another therapist for you.

CONFIDENTIALITY

The information shared in psychotherapy is confidential and I can only release information about our work with your written permission. There are exceptions for situations in which I am required to release information without your permission. Examples are:

1. If there is evidence of physical, emotional, and/or sexual abuse of a child or a vulnerable adult.
2. If I judge that you are in danger of harming yourself or others.
3. If a court orders the release of information.

I may occasionally consult with other professionals about a case. During a consultation I do not disclose the identity of my client, unless you have given me a release to do so. The consultant is also legally bound to keep the information confidential. If you don't object, I won't tell you about these consultations unless I feel it is important in our work together.

APPOINTMENTS

Unless otherwise arranged, therapy sessions are scheduled for 55 minutes (depending on your insurance coverage or your preference if you are paying on your own). Together we will agree on our frequency of meetings. Weekly or every other week are common frequencies, especially at the beginning of therapy.

Telehealth appointments: There are potential risks to this technology, including interruptions, unauthorized access, and technical difficulties. To maintain confidentiality, do not share your telehealth appointment link with anyone unauthorized to attend the appointment.

A scheduled appointment means I have reserved the time only for you. If you need to cancel or reschedule please do so 24 hours prior to allow for other clients to schedule in your place.

If you miss your appointment without giving a 24 hour notice you will be billed a late cancel fee of \$70.

Please note: Insurance companies will not cover these charges, so they will be billed directly to you. If you are a Medicaid client, these charges will not apply, however, upon the 3rd missed session you will be discharged from services.

If you have a pattern of missed appointments, I will discuss this matter with you and attempt to resolve it. If resolution does not occur and the pattern of missed appointments continues, your treatment may be terminated.

For unpaid balances, you will be billed monthly. Late fees may apply.

CONTACTING YOUR THERAPIST

My office hours are Monday-Thursday 9am-6pm. If I am not immediately available, please leave a message and I will get back to you as promptly as possible. I am not available to take phone calls or make appointments outside of my above listed hours. If you are having a mental health crisis or emergency and I am not available, contact your physician or the nearest emergency room and ask for the Mental Health Professional on call.

FINANCIAL TERMS

- Fireside Therapy, LLC's standard fee for a psychotherapy session is \$140 and the standard fee for the initial intake/assessment session is \$165. Fireside Therapy, LLC charges a fee for communication with legal counsel, courts, and probation officers, document gathering, and other legal preparation (excluding depositions) of \$200 per hour, billable in 15-minute increments (we will also bill this rate for your therapist's travel time to and from any related destination). The fee for testimony and deposition (in person, on the phone, via Internet, etc.) is \$350 per hour (we will also bill this rate for your therapist's travel time to and from any related destination). These fees are not covered by insurance and will be billed directly to you and/or your attorney and are due and payable upon receipt of the invoice.

- Upon verification of insurance coverage and policy limits, your insurance carrier will be billed for your sessions at their designated reimbursement rate. Fireside Therapy, LLC will be paid directly by the carrier and you will be responsible for any deductibles and co-payments. If your insurance plan determines you are not eligible, you are responsible for full payment at the fee schedule above.
- Payment arrangements should be finalized at your first visit.
- In the event of default of payment, the balance is due in full. You will be responsible for any reasonable court costs, attorney fees, and/or collection fees incurred.
- Arcadia Billing Services will carry out all of Fireside Therapy, LLC's billing. For any questions on your bill or insurance coverage please reach out to Arcadia's contact, Nikki Kelly, at (406) 471-4713 or arcadiabilling@gmail.com.

LIMITS OF COVERAGE, APPEALS, AND GRIEVANCES

It can be difficult to determine health plan coverage. Some require authorization before they pay and may limit the number of visits. You have the right to request reconsideration if visits are denied certification. You would appeal through Fireside Therapy, LLC, and have no risk in doing so. If you continue without authorization and your appeal is denied, you will be responsible for payment of sessions not approved at the fee schedule above. You may make a complaint to Fireside Therapy, LLC, or to your therapist about any aspect of treatment. If not satisfied, you may submit a grievance to your insurance carrier.

CONSENT FOR TREATMENT

I authorize and request that Fireside Therapy, LLC carry out behavioral health treatment and/or diagnostic procedures which now or during the course of my care are advisable.

I acknowledge that I have been offered a copy of this Psychotherapy Agreement and have read, understand, and agree to what is presented.

I further acknowledge that I have been offered a copy of the notice entitled "Your Personal Information with Fireside Therapy, LLC". I authorize the use and disclosure of my information as defined in the notice.

I acknowledge that no guarantees have been made to me regarding the results of treatment provided by Fireside Therapy, LLC, or its agents.

I understand that regular attendance will produce the maximum benefit, but that I am free to discontinue treatment at any time. If I decide to do so, I will notify Fireside Therapy, LLC in advance so that effective planning for termination and or continued treatment elsewhere can be implemented. I am aware that I will still be responsible for payment for the services I received.

This agreement supersedes any and all previous agreements.

I authorize payment of medical benefits to Fireside Therapy, LLC for services described.

NOTICE OF PRIVACY PRACTICES
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.

Fireside Therapy, LLC is committed to protecting your privacy. The Practice is required by federal law to maintain the privacy of Protected Health Information ("PHI"), which is information that identifies or could be used to identify you. The Practice is required to provide you with this Notice of Privacy Practices (this "Notice"), which explains the Practice's legal duties and privacy practices and your rights regarding PHI that we collect and maintain.

YOUR RIGHTS

Your rights regarding PHI are explained below. To exercise these rights, please submit a written request to the Practice at the address noted below.

To inspect and copy PHI.

- You can ask for an electronic or paper copy of PHI. The Practice may charge you a reasonable fee.
- The Practice may deny your request if it believes the disclosure will endanger your life or another person's life. You may have a right to have this decision reviewed.

To amend PHI.

- You can ask to correct PHI you believe is incorrect or incomplete. The Practice may require you to make your request in writing and provide a reason for the request.
- The Practice may deny your request. The Practice will send a written explanation for the denial and allow you to submit a written statement of disagreement.

To request confidential communications.

- You can ask the Practice to contact you in a specific way. The Practice will say "yes" to all reasonable requests.

To limit what is used or shared.

- You can ask the Practice not to use or share PHI for treatment, payment, or business operations. The Practice is not required to agree if it would affect your care.
- If you pay for a service or health care item out-of-pocket in full, you can ask the Practice not to share PHI with your health insurer.
- You can ask for the Practice not to share your PHI with family members or friends by stating the specific restriction requested and to whom you want the restriction to apply.

To obtain a list of those with whom your PHI has been shared.

- You can ask for a list, called an accounting, of the times your health information has been shared. You can receive one accounting every 12 months at no charge, but you may be charged a reasonable fee if you ask for one more frequently.

To receive a copy of this Notice.

- You can ask for a paper copy of this Notice, even if you agreed to receive the Notice electronically.

To choose someone to act for you.

- If you have given someone medical power of attorney or if someone is your legal guardian, that person can exercise your rights.

To file a complaint if you feel your rights are violated.

- You can file a complaint by contacting the Practice using the following information:

Fireside Therapy, LLC
521 N Orange St. Missoula, MT 59802
Contact: Rebecca Wagner, LCSW
406-426-1487

- You can file a complaint with the U.S. Department of Health and Human Services Office for Civil Rights by sending a letter to 200 Independence Avenue, S.W., Washington, D.C. 20201, calling 1-877-696-6775, or visiting www.hhs.gov/ocr/privacy/hipaa/complaints/.

- The Practice will not retaliate against you for filing a complaint.

OUR USES AND DISCLOSURES

1. Routine Uses and Disclosures of PHI

The Practice is permitted under federal law to use and disclose PHI, without your written authorization, for certain routine uses and disclosures, such as those made for treatment, payment, and the operation of our business. The Practice typically uses or shares your health information in the following ways:

To treat you.

- The Practice can use and share PHI with other professionals who are treating you if you have signed a release of information and agreed to this exchange.

To run the health care operations.

- The Practice can use and share PHI to run the business, improve your care, and contact you.
- Example: The Practice uses PHI to send you appointment reminders if you choose.

To bill for your services.

- The Practice can use and share PHI to bill and get payment from health plans or other entities.
- Example: The Practice gives PHI to your health insurance plan so it will pay for your services.

2. Uses and Disclosures of PHI That May Be Made Without Your Authorization or Opportunity to Object
The Practice may use or disclose PHI without your authorization or an opportunity for you to object, including:

To help with public health and safety issues

- Public health: To prevent the spread of disease, assist in product recalls, and report adverse reactions to medication.

- Required by the Secretary of Health and Human Services: We may be required to disclose your PHI to the Secretary of Health and Human Services to investigate or determine our compliance with the requirements of the final rule on Standards for Privacy of Individually Identifiable Health Information.

- Health oversight: For audits, investigations, and inspections by government agencies that oversee the health care system, government benefit programs, other government regulatory programs, and civil rights laws.

- Serious threat to health or safety: To prevent a serious and imminent threat.

- Abuse or Neglect: To report abuse, neglect, or domestic violence.

To comply with law, law enforcement, or other government requests

- Required by law: If required by federal, state or local law.

- Judicial and administrative proceedings: To respond to a court order, subpoena, or discovery request.

- Law enforcement: For law locate and identify you or disclose information about a victim of a crime.

- Specialized Government Functions: For military or national security concerns, including intelligence, protective services for heads of state, or your security clearance.

- National security and intelligence activities: For intelligence, counterintelligence, protection of the President, other authorized persons or foreign heads of state, for purpose of determining your own security clearance and other national security activities authorized by law.

- Workers' Compensation: To comply with workers' compensation laws or support claims.

To comply with other requests

- Coroners and Funeral Directors: To perform their legally authorized duties.

- Organ Donation: For organ donation or transplantation.

- Research: For research that has been approved by an institutional review board.

- Inmates: The Practice created or received your PHI in the course of providing care.

- Business Associates: To organizations that perform functions, activities or services on our behalf.

3. Uses and Disclosures of PHI That May Be Made With Your Authorization or Opportunity to Object
Unless you object, the Practice may disclose PHI:

To your family, friends, or others if PHI directly relates to that person's involvement in your care.

If it is in your best interest because you are unable to state your preference.

4. Uses and Disclosures of PHI Based Upon Your Written Authorization

The Practice must obtain your written authorization to use and/or disclose PHI for the following purposes:

Marketing, sale of PHI, and psychotherapy notes.

You may revoke your authorization, at any time, by contacting the Practice in writing, using the information above. The Practice will not use or share PHI other than as described in Notice unless you give your permission in writing.

OUR RESPONSIBILITIES

- The Practice is required by law to maintain the privacy and security of PHI.
- The Practice is required to abide by the terms of this Notice currently in effect. Where more stringent state or federal law governs PHI, the Practice will abide by the more stringent law.
- The Practice reserves the right to amend Notice. All changes are applicable to PHI collected and maintained by the Practice. Should the Practice make changes, you may obtain a revised Notice by requesting a copy from the Practice, using the information above, or by viewing a copy on the Therapy Notes Client Portal.
- The Practice will inform you if PHI is compromised in a breach.

BY ELECTRONICALLY SIGNING THIS FORM I UNDERSTAND AND AGREE TO ALL OF THE ABOVE.