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Agreement and Informed Consent for Services

Welcome to Cheatham Psychology Services, LLC. This document (the Agreement) contains important information about our professional services and business policies. It also contains information about the Health Insurance Portability and Accountability Act (HIPAA), a federal law that provides privacy protection and rights to patients with regard to the use and disclosure of Protected Health Information (PHI).

The law requires that we provide you with this information and obtain your signature before the start of treatment. Though these documents can be long and complex, it is important that you read this carefully. Please ask any questions pertaining to the information in this document and let us know if there are any parts you do not understand. When you sign this, it represents an agreement between you and Cheatham Psychology Services, LLC.

You may revoke this Agreement at any time (your revocation must be provided in writing). Your revocation will be binding unless: a) We have taken action in reliance on it; b) there are obligations imposed on us by your health insurer in order to process or substantiate claims made under your policy; or c) you have not satisfied financial obligations you have incurred.

Please take a few minutes to review our policies and procedures. This information introduces you to our practice and may help answer questions you may have. If you have additional questions or concerns that are not covered here, please feel free to ask your clinician about them at any time.

Psychological Services:

Patrick Cheatham, PsyD is Licensed Psychologist with the Oregon Board of Psychology. His license number is #2908. For more information about the Oregon Board of Psychology, please visit www.oregon.gov/obpe.

Psychotherapy

Psychotherapy can have benefits as well as risks. Some risks include facing unpleasant feelings such as sadness, anger, or disappointment. Despite these risks and challenges, psychotherapy has been demonstrated through research to have benefits for most people. The goals for your treatment will depend on the problems you are experiencing. Your first few sessions will involve an evaluation of your needs. By the end of that evaluation, your therapist will be able to offer you some impressions of what the work will include and the plan to work toward your goals. You should consider your therapist's impression and approach to your treatment in determining whether to continue working with your therapist in therapy. If you have questions about your therapist's methods or approach, you are encouraged to discuss them whenever they arise. If your needs, goals, or preferences for treatment are beyond the scope of what your therapist is able to offer, your therapist will provide you with appropriate referrals.

Psychotherapy sessions are generally held in 50-minute, weekly or biweekly meetings, although some sessions may be longer or more frequent. You will attend sessions regularly at a mutually agreed upon time.

Fees:

Payment agreements will be designated and kept on file. Payment agreements may be revisited on a quarterly basis to determine continued feasibility. The designated fee will also be charged for additional services provided at your request or for your benefit, such as but not limited to letter and report writing, psychological test scoring, reviewing records from other professionals, consultation with other professionals, hospital visits, and phone calls lasting longer than 15 minutes with you or others. Any legal or court work will be charged at \$250.00 per hour.

Phone calls after initiation of treatment that are longer than 15 minutes will be charged the hourly rate, which will not be covered by insurance.

Insurance:

As a courtesy, Cheatham Psychology Services, LLC will bill your primary and secondary insurance for which your therapist is in-network. It is essential we have complete and accurate information about your insurance. If you are new to Cheatham Psychology Services, LLC or if your insurance has changed, please be sure to present your new insurance card as soon as possible. If we are not notified in advance that your insurance has changed, you may be responsible for the full amount of the visit. If you do not have your insurance card with you at the time of your visit, you will be charged the full amount of the visit at the time of service. This charge may be refunded should the proper information be obtained. This policy is in place to protect our patients from fraudulent claims in the event of identity theft. Please confirm your insurance benefits with your insurance company and ask your therapist if you have any questions. Please remember that your insurance contract is between you and the insurance company. Cheatham Psychology Services, LLC will **not** bill an insurance for which your therapist is out-of network.

In that event, you will be charged the full amount for services and provided with appropriate forms to seek reimbursement from your insurance.

You are ultimately responsible for paying the fees that we have agreed upon.

Payment:

Payments may be made by credit card, debit card, cash, or check.

Scheduling Policy:

Psychotherapy

Most psychotherapy appointments last approximately 50 minutes. During established treatment, a patient reserves one or more appointment hours per week with their therapist. If you are late, your appointment will still end on time in order to maintain the schedule for other patients. If you do not arrive for an appointment after 10 minutes from the start time, it is considered a missed appointment unless we made a prior arrangement for that time.

There is a fee of \$50 for missed appointments or appointments canceled within 24 hours, irrespective of the reason for the absence. Insurance will not pay this fee. If you are able to provide 24-hour notice or reschedule for an available spot during the same week of the cancelled appointment, this fee will not be charged.

For example, if your appointment is regularly on Tuesday at 10AM:

- If you provide notice of needing to cancel or reschedule by 10:00 AM on Monday, you will not be charged a fee.
- If you provide notice of needing to cancel on Monday after 10:00 AM or Tuesday, you will be charged the fee unless you and your therapist are able to find a mutually available time that week. If you are able to reschedule, you will not be charged a fee.
- If you are not able to reschedule, you will be responsible to pay the \$50 fee for the cancelled appointment. **Insurance does not cover this fee.**

Contact Outside of Sessions:

Due to the nature of this work and schedule, your therapist is not immediately available by phone. When your therapist is unavailable, please leave your therapist a message on their voicemail. Your therapist will make every effort to return your call within one business day. If your therapist is unavailable for an extended time period, they will provide you with the contact information for a colleague whom you may call if necessary. For mental health or other emergencies, please see the next section.

Email messages are not confidential means of communication. Please carefully consider this when sending your therapist an email message. We encourage patients to only include information about scheduling in their email with their therapist.

Your therapist will not text with patients. Text messages often lack relevant information and emotional tone, which is crucial for communication about psychological services. Also, text messages often have an assumption of immediate response, and your therapist is often not available for this.

Emergencies:

If you need immediate support, please call the Multnomah County Crisis Line at (503) 988-4888 or the Washington County Mental Health Crisis Number at (503) 291-9111. In emergencies in which you believe you are a risk to your own or someone else's safety, please call 911 or go to the nearest emergency room or hospital as soon as possible.

Confidentiality Rights and Limitations:

The information shared with me is considered private and confidential and will not be shared with anyone unless you have provided written permission. You will be provided with a Notice of Privacy Practices at the end of this document. This notice explains the Health Information portability and Accountability Act (HIPAA), a federal law that provides privacy protections with regard to the use and disclosure of protected health information (PHI) used for the purposes of treatment, payment, and healthcare operations. Confidentiality law protects the privacy of communication between a patient and a psychologist and is the cornerstone of effective psychotherapy. In most situations, your therapist can only release information about you or your treatment if you sign an Authorization for the Release of Information form that meets certain criteria imposed by state law and/or HIPAA.

Though most matters discussed during treatment are kept strictly confidential, there are limitations that must be addressed at the time of consent. There are some situations in which your therapist is permitted or required to disclose information without your consent or authorization. In all of the following cases, your therapist will make every effort to only disclose the information minimally necessary to meet the needs of the situation.

1) **Serious Threat to Health or Safety:** If your therapist has reason to suspect that you may seriously harm either yourself or another person(s), and your therapist judges that there is a clear and substantial risk of imminent danger of that happening, your therapist may breach confidentiality to the extent necessary to protect you or others. This can include seeking hospitalization for you or contacting family members or others who can help to provide protection. This could also include notifying potential victim(s) or contacting the police.

2) **Child Abuse:** If your therapist has reasonable cause to believe that a child with whom your therapist has had contact has been abused, your therapist may be required to report the abuse. Additionally, if your therapist has reasonable cause to believe that an adult with whom your therapist has had contact has abused a child, your therapist may be required to report the abuse. In any child abuse investigation, your therapist may be compelled to turn over PHI. Regardless of whether your therapist is required to disclose PHI or to release documents, your therapist also has an ethical obligation to prevent harm to patients and others. Your therapist will use professional judgment to determine whether it is appropriate to disclose PHI to prevent harm.

3) Mentally Ill or Developmentally Disabled Adults: If your therapist has reasonable cause to believe that a mentally ill or developmentally disabled adult has been abused, your therapist may be required to report the abuse. Additionally, if your therapist has reasonable cause to believe that any person with whom your therapist has had contact has abused a mentally ill or developmentally disabled adult, your therapist may be required to report the abuse. Regardless of whether your therapist is required to disclose PHI or to release documents, your therapist has an ethical obligation to prevent harm to their patients and others. Your therapist will use professional judgment to determine whether it is appropriate to disclose PHI to prevent harm.

4) Other Abuse: Your therapist may have an ethical obligation to disclose your PHI to prevent harm to you or others or prevent animal abuse in Oregon.

5) Medical: Your therapist may disclose information that would facilitate treatment in a medical emergency.

6) Court Proceedings: If you are involved in or anticipate becoming involved in any legal or court-related proceedings, please notify your therapist as soon as possible. It is important for your therapist to understand how, if at all, your involvement in these proceedings might affect our work together. Your PHI may become subject to disclosure if any of the following occur: a) if you become involved in a lawsuit and your mental or emotional condition is an element of your claim, b) if a court orders your PHI to be released, or c) if a court orders you to undergo a mental evaluation. Your therapist will make every effort to discuss the release of your PHI beforehand. If your treatment involves more than one family member, please be aware that your treatment records may contain information about more than one person in the family.

7) Government Health Oversight: If a government agency or the Oregon State Board of Psychology is requesting information for health oversight activities, your therapist may be required to provide it to them.

8) Legal Defense: If a patient files a complaint or a lawsuit against your therapist, your therapist may disclose relevant information regarding that patient in service of a defense.

9) Worker's Compensation Claim: If you file a Worker's Compensation Claim, this constitutes authorization for your therapist to release your relevant mental health records to involved parties and officials. This would include past history of complaints or treatment of a condition similar to that involved in the worker's compensation claim.

10) Insurance or Fee Collection: As discussed elsewhere in this Agreement, your therapist will likely have to release information regarding your diagnosis or treatment in order to complete your claim. Most insurance companies also retain the right to conduct periodic audit reviews of records. Similarly, your therapist may pursue collection of overdue fees without further Authorization.

11) Colleagues On-Call: When your therapist is away for an extended period and not taking calls or receiving messages, they may have a professional colleague on-call for them. Since this person changes

from time to time, if you have an emergency that requires the on-call therapist to either talk with you by phone or meet with you in an office visit, we will not complete a separate authorization. This person will adhere to the same standards of privacy and confidentiality described in this document.

12) Consultation: At times, your therapist may find it helpful to consult with other mental health and health professionals, who are not involved in your case, to insure that you receive the best treatment possible. During a consultation, your therapist will avoid revealing your PHI. The other professionals with whom your therapist consults are also legally bound to keep the information confidential. Your therapist will assume that this is acceptable to you unless you notify them in writing. Your therapist will not tell you about these consultations unless they feel that it is important to your work together. If significant treatment decisions are affected by a consultation, it will be recorded in your clinical record.

If any of these situations arise, whenever possible, your clinician will make every effort to discuss it with you before disclosing your PHI and your clinician will limit disclosures to what is minimally necessary. Though 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 you may have now or in the future. The laws governing confidentiality can be complex. In situations where specific legal advice is needed, you should consider consulting with an attorney.

Professional Records:

You should be aware that, pursuant to HIPAA, your therapist sometimes keeps 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 problems impact your life, your diagnosis, the goals that we set for treatment, your progress toward these goals, your medical and social history, your treatment history, contact with your therapist, any past treatment records that your therapist receives from other providers, reports of any professional consultations, your billing records, and any reports that have been sent to anyone, including your insurance carrier. Except in unusual circumstances that involve danger to yourself or others (in which case your therapist will provide you with an accurate and representative summary), you may examine and/or receive a copy of your Clinical Record if you request it in writing. Because these are professional records, they can be misinterpreted and/or may be upsetting to a non-professional who reads them. For this reason, we recommend that you initially review them in the presence of your therapist, so that you may discuss the contents.

In addition to Clinical Records, your therapist may keep a set of Psychotherapy Notes. These notes are for their own use and are designed to assist them in providing you with high quality care. Though the contents of these notes may vary, they may include the contents of your conversations, your therapist's analysis of these conversations, and how their analysis impacts your therapy. They may also contain sensitive information that you share with your therapist that is not required in your Clinical Record. Though insurance companies can request your Clinical Record, they do not have access to any Psychotherapy Notes without your signed, written authorization. Insurance companies cannot require your Authorization as a condition of coverage nor penalize you for your refusal. You may request to

examine and/or receive a copy of your Psychotherapy Notes unless your therapist determines that such a disclosure would be injurious to you.

Patient Rights:

HIPAA provides you with several rights regarding your Clinical Record and disclosures of PHI. These rights include requesting that your therapist amend your record, restrict certain information from your Clinical Record from disclosure to others, provide an account of most disclosures of PHI that you have not authorized, determine the location to which PHI are sent, record any complaints that you make about my policies and procedures in your record, and provide you with a paper copy of this Agreement, the attached Notice Form, and my privacy policy. We can discuss any of these rights at your request. Should you wish to utilize any of these rights, please put that request in writing.

Minors and Parents:

Patients under the age of 18 who are not emancipated from their parents should be aware that the law may allow parents to examine their records. Because privacy in psychotherapy is crucial to successful progress, it is sometimes my policy to request consent from parents that they give up their access to the records of patients between the ages of 14 and 18. If this agreement is established, your therapist will only provide parents with general information about the patient's progress and attendance. Your therapist will also provide a verbal or written summary at the end of treatment, if it is requested. Any other communication would require the minor's authorization, unless your therapist believes that the minor is in danger or a danger to self or others (in which case, your therapist would notify the parents). Before giving parents information, your therapist will make every effort to discuss it with the minor.

Notice of HIPAA and Privacy Practices

The privacy of your health information is important. We will not disclose information to others unless you authorize us to do so or unless the law authorizes or requires us to do so.

A federal law commonly known as HIPAA (Health Insurance Portability and Accountability Act) requires that we take additional steps to keep you informed about how we may use information that is gathered in order to provide mental health services to you. As part of this process, we are required to provide you with the following Notice of Privacy Practices. The notice describes how we may use and disclose your protected health information to carry out treatment, payment, or healthcare operations and for other purposes that are permitted or required by law. This Notice also describes your rights regarding health information we maintain about you and a brief description of how you may exercise these rights. **Please review it carefully.**

Your Rights

When it comes to your health information, you have certain rights. This section explains your rights and some of our responsibilities to help you.

Get an electronic or paper copy of your medical record

- You can ask to see or get an electronic or paper copy of your medical record and other health information we have about you. Ask us how to do this.
- We will provide a copy or a summary of your health information, usually within 30 days of your request. We may charge a reasonable, cost-based fee.

Ask us to correct your medical record

- You can ask us to correct health information about you that you think is incorrect or incomplete. Ask us how to do this.
- We may say “no” to your request, but we will tell you why in writing within 60 days.

Request confidential communications

- You can ask us to contact you in a specific way (for example, home or office phone) or to send mail to a different address.
- We will say “yes” to all reasonable requests.

Ask us to limit what we use or share

- You can ask us not to use or share certain health information for treatment, payment, or our operations. We are not required to agree to your request, and we may say “no” if it would affect your care.
- If you pay for a service or health care item out-of-pocket in full, you can ask us not to share that information for the purpose of payment or our operations with your health insurer. We will say “yes” unless a law requires us to share that information.

Get a list of those with whom we’ve shared information

- You can ask for a list (accounting) of the times we’ve shared your health information for six years prior to the date you ask, who we shared it with, and why.
- We will include all the disclosures except for those about treatment, payment, and health care operations, and certain other disclosures (such as any you asked us to make). We’ll provide one accounting a year for free but will charge a reasonable, cost-based fee if you ask for another one within 12 months.

Get a copy of this privacy notice

- You can ask for a paper copy of this notice at any time, even if you have agreed to receive the notice electronically. We will provide you with a paper copy promptly.

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 and make choices about your health information.
- We will make sure the person has this authority and can act for you before we take any action.

File a complaint if you feel your rights are violated

- You can complain if you feel we have violated your rights by contacting us.

- 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/.
- We will not retaliate against you for filing a complaint.

Your Choices

For certain health information, you can tell us your choices about what we share. If you have a clear preference for how we share your information in the situations described below, talk to us. Tell us what you want us to do, and we will follow your instructions.

In these cases, you have both the right and choice to tell us to:

- Share information with your family, close friends, or others involved in your care
- Share information in a disaster relief situation
- Include your information in a hospital directory

If you are not able to tell us your preference, for example if you are unconscious, we may go ahead and share your information if we believe it is in your best interest. We may also share your information when needed to lessen a serious and imminent threat to health or safety.

In these cases, we never share your information unless you give us written permission:

- Marketing purposes
- Sale of your information
- Most sharing of psychotherapy notes

Our Uses and Disclosures

How do we typically use or share your health information?

We typically use or share your health information in the following ways.

Treat you

We can use your health information and share it with other professionals who are treating you.

Example: A doctor treating you for an injury asks another doctor about your overall health condition.

Run our organization

We can use and share your health information to run our practice, improve your care, and contact you when necessary.

Example: We use health information about you to manage your treatment and services.

Bill for your services

We can use and share your health information to bill and get payment from health plans or other entities.

Example: We give information about you to your health insurance plan so it will pay for your services.

How else can we use or share your health information?

We are allowed or required to share your information in other ways – usually in ways that contribute to the public good, such as public health and research. We must meet many conditions in the law before we can share your information for these purposes. For more information see:

www.hhs.gov/ocr/privacy/hipaa/understanding/consumers/index.html.

Help with public health and safety issues

We can share health information about you for certain situations such as:

- Preventing disease
- Helping with product recalls
- Reporting adverse reactions to medications
- Reporting suspected abuse, neglect, or domestic violence
- Preventing or reducing a serious threat to anyone's health or safety

Do research

We can use or share your information for health research.

Comply with the law

We will share information about you if state or federal laws require it, including with the Department of Health and Human Services if it wants to see that we're complying with federal privacy law.

Respond to organ and tissue donation requests

We can share health information about you with organ procurement organizations.

Work with a medical examiner or funeral director

We can share health information with a coroner, medical examiner, or funeral director when an individual dies.

Address workers' compensation, law enforcement, and other government requests

We can use or share health information about you:

- For workers' compensation claims

- For law enforcement purposes or with a law enforcement official
- With health oversight agencies for activities authorized by law
- For special government functions such as military, national security, and presidential protective services

Respond to lawsuits and legal actions

We can share health information about you in response to a court or administrative order, or in response to a subpoena.

Our Responsibilities

- We are required by law to maintain the privacy and security of your protected health information.
- We will let you know promptly if a breach occurs that may have compromised the privacy or security of your information.
- We must follow the duties and privacy practices described in this notice and give you a copy of it.
- We will not use or share your information other than as described here unless you tell us we can in writing. If you tell us we can, you may change your mind at any time. Let us know in writing if you change your mind.

For more information see: www.hhs.gov/ocr/privacy/hipaa/understanding/consumers/noticepp.html.

Changes to the Terms of this Notice

We can change the terms of this notice, and the changes will apply to all information we have about you. The new notice will be available upon request, in our office, and on our web site.