

Noah Roost, PhD
Licensed Clinical Psychologist
4039 N Mississippi Avenue, Suite 309
Portland, Oregon 97227
(503) 757-7260

Agreement and Informed Consent for Treatment

Welcome to my practice. I appreciate you giving me the opportunity to be of help to you.

This document answers some questions clients often have when entering therapy. Since therapy is a relationship that works in part due to clear definition of rights and responsibilities held by each person, it is important to me to that you know how we will work together.

The Therapeutic Relationship

Like any important relationship, finding the right match between therapist and client is essential for therapy to be successful. A strong relationship provides the safety to take risks and the support to become empowered to change. During our first few sessions I encourage you to notice how emotionally safe and comfortable you feel with me, how confident you feel in our work, and if we are in agreement on common goals for the therapy. These are the qualities that make for a strong foundation of a therapeutic relationship. If you feel uncertain about any aspects of our work, please let me know and we can either work on the addressing the issue, or I can help you find someone who will be a better match for you. Likewise, during our first few sessions, I will also be evaluating to make sure that my skill set and therapeutic style are a good match for your needs. I will let you know if I think someone else would be a better fit.

As the therapeutic relationship has the potential to become emotionally powerful, it increases its capacity to heal. At the same time, it also requires certain constraints to protect the client's well-being. Towards this end, I follow the ethical standards of the American Psychological Association (APA). This means that I will keep what you tell me confidential (that is, private). It also means, I can only be your therapist. I cannot have any other role in your life. I cannot, now or ever, be a close friend, a business associate, or a romantic partner. As our work progresses, commitment and honesty allow the relationship to deepen and become more powerful, and intense emotions can arise. For many of us, productively addressing powerful emotions in relationships can be very challenging. If such positive or negative feelings arise in our work, I hope you will take the risk to share them with me, so that we can use them as an opportunity to learn about emotional intimacy and communication. Just as the strength of a crucible allows for powerful chemical reactions in the lab, clear boundaries and open communication help the therapeutic relationship to serve as a vessel for tremendous change.

About Confidentiality

With the exception of certain specific exceptions described below, you have the absolute right to the confidentiality of your therapy. I cannot and will not tell anyone else what you have told me, or even that you are in therapy with me without your prior written permission. Under the provisions of the Health Care Information Act of 1992, I may legally speak to another health care provider or a member of your family about you without your prior consent, but I will not do so unless the situation is an emergency. I will always act so as to protect your privacy even if you

do ask me to share information about you with someone else.

The following are legal exceptions to your right to confidentiality. I would inform you of any time when I think I will have to put these into effect.

1. If I have good reason to believe that you will harm another person, I may attempt to inform that person and warn them of your intentions. I may also contact the police and ask them to protect your intended victim.
2. If I have good reason to believe that you are abusing or neglecting a child or vulnerable adult, or if you give me information about someone else who is doing this, I may have to inform Child Protective Services or Adult Protective Services.
3. If I believe that you are in imminent danger of harming yourself, I may legally break confidentiality and call the police or the county crisis team. I am not obligated to do this, and would explore all other options with you before I took this step. If at that point, we could not together find a way to guarantee your safety, I would call the crisis team.
4. If you were sent to me by a court or an employer for evaluation or treatment, the court or employer expects a report from me. If this is your situation, please talk with me before you tell me anything you do not want the court or your employer to know. You have the right to tell me only what you are comfortable with telling.
5. If you are involved in any type of legal proceeding and you tell the court that you receive service from me, I may be ordered to show the court my records. Please consult your lawyer about these issues. Please also tell me about the legal proceeding during the beginning of our treatment or as soon as you are aware of them.
6. I may also use or disclose protected health information (PHI) for purposes of treatment, payment, and healthcare operations when your written informed consent is obtained. My employee may also access limited information about your treatment to assist with billing insurance. The rules about the use and disclosure of your personal information are governed by the Health Insurance Portability and Accountability Act (HIPAA) and Oregon state law. Please read my Notice of Privacy Practices (at the end of this document) if you would like further details about use and disclosure of PHI.

Case consultation.

I sometimes consult with other therapists or other professionals about my clients. This helps me provide high-quality treatment. These other therapists are also required to keep your information private. Your name or identifying information will never be given to them, and they will be told only as much as they need to know to understand your situation. I also at times, with my client's written consent, videotape sessions in order to get suggestions from consultants and colleagues. If we agree to taping your sessions, I will take every precaution to protect your privacy and identity.

Fees, Payments, and Billing

Please inquire about my current regular fees. **Please pay for each session at the time of service**, unless we have discussed the matter and agreed to monthly payments. I accept cash, checks, or FSA/HSA debit cards. **Checks are the most convenient form of payment for me.** I ask that

the bill be paid within 10 days of when you receive it. If you think you may have trouble paying your bills on time, please discuss this with me. I typically cash checks at the beginning of each month so be aware it may take me up to a month or cash your check.

Sliding Scale

I have a number of sliding scale appointments available. So if you have limited financial means, please discuss this option with me.

Missed Sessions / Late Cancellations

I will reserve a regular appointment time for you into the foreseeable future. I also do this for my other patients. Therefore, I am rarely able to fill a canceled session unless I have a week's notice. If you are unable to keep an appointment, I request that you give me at least 48 hours notice, although more notice is always quite helpful. I will bill you for appointments that you do not cancel within 24 hours of the appointment time. Your insurance company will not pay for missed appointments.

Monthly Statements

I typically only mail out a statement if a client has an outstanding balance. However, if you would like monthly or annual statements please let me know.

If You Have Health Insurance Coverage

I am an in-network provider with Pacific Source and First Choice, and an out-of-network provider for all other insurances. If your policy has an out-of-network benefit, I am happy to bill your insurance for you. If you would like me to do so, please download and complete the Psychotherapy Insurance Benefit Form from my website and Email it to me. That way, I will have information about your benefits, including your copay and deductible before we begin our work together. Please remember that your insurance contract is between you and the insurance company. You ultimately are responsible for paying the fees that we have agreed upon—not the insurance company. If you choose to use your insurance to pay for my services, you should be aware that your contract with your insurance company requires that I provide it with information relevant to services I provide for you. Sometimes, insurance companies will require that I provide information about your symptoms, diagnosis, treatment plan, and progress. I will make every effort to release only the minimal amount of information necessary for the purpose requested. If you wish, I will discuss with you the content of any reports I supply.

Communication With Me Outside of Session

Due to the nature of my work and schedule, I am often not immediately available by phone. You can always leave a message on my confidential voicemail, and I will return your call as soon as I can. Generally, **I will return messages within 24 hours during my working week, which is Monday through Thursday.**

You can also contact me about appointment scheduling via text at (503) 757-7260 or via E-mail at noahroost@gmail.com. I check E-mail at least once a day on weekdays. **I avoid communication about personal/clinical issues via Email or text** for two reasons. E-mail is not entirely confidential as system administrators and others may potentially be able to access our

messages to each other. Secondly, communication via text or E-mail is vulnerable to misinterpretation as it provides limited insight into the emotional context of the message. If you need to communicate with me about an urgent matter, such as in case of an emergency, please call me directly rather than E-mailing me. If you want me to read something, I also prefer that you bring it in with you to our session where we can discuss it together, rather than sending it to me via E-mail. **I will automatically enroll you to receive text reminders for our appointments.** If you do not want to receive these reminders you can opt out or let me know when you set up the initial intake.

Emergencies: If you need immediate support, please call the Multnomah County Crisis Line at (503)-988-4888 or the Washington County Mental Health Crises Line at (503) 291-9111. If you believe that you cannot keep yourself safe, please call 911 or go to the nearest hospital emergency room and ask for the psychiatrist on call. The emergency room physician should be given a release to speak with me.

Notice of Privacy Practices

THIS NOTICE DESCRIBES HOW PSYCHOLOGICAL AND MEDICAL INFORMATION ABOUT YOU MAY BE USED AND DISCLOSED AND HOW YOU CAN GET ACCESS TO THIS INFORMATION. PLEASE REVIEW IT CAREFULLY.

I. Uses and Disclosures for Treatment, Payment, and Health Care Operations

I may use or disclose your *protected health information (PHI)*, for *treatment, payment, and health care operations* purposes with your *consent*. To help clarify these terms, here are some definitions:

- “*PHI*” refers to information in your health record that could identify you.
- “*Treatment, Payment, and Health Care Operations*”
 - *Treatment* is when I provide, coordinate, or manage your health care and other services related to your health care. An example of treatment would be when I consult with another health care provider, such as your family physician or another psychologist.
 - *Payment* is when I obtain reimbursement for your healthcare. Examples of payment are when I disclose your PHI to your health insurer to obtain reimbursement for your health care or to determine eligibility for coverage.
 - *Health Care Operations* are activities that relate to the performance and operation of my practice. Examples of health care operations are quality assessment and improvement activities, business-related matters such as audits and administrative services, and case management and care coordination.
- “*Use*” applies only to activities within my office such as sharing, employing, applying, utilizing, examining, and analyzing information that identifies you.
- “*Disclosure*” applies to activities outside of my office such as releasing, transferring, or providing access to information about you to other parties.

II. Uses and Disclosures Requiring Authorization

I may use or disclose PHI for purposes outside of treatment, payment, or health care operations when your appropriate authorization is obtained. An “*authorization*” is written permission above and beyond the general consent that permits only specific disclosures. In those instances when I am asked for information for purposes outside of treatment, payment, or health care operations, I will obtain an authorization from you before releasing this information. I will also need to obtain an authorization before releasing your Psychotherapy Notes. “*Psychotherapy Notes*” are notes I have made about our conversation during a private, group, joint, or family counseling session, which I have kept separate from the rest of your medical records. These notes are given a greater degree of protection than PHI.

You may revoke all such authorizations (of PHI or Psychotherapy Notes) at any time, provided each revocation is in writing. You may not revoke an authorization to the extent that (1) I have relied on that authorization; or (2) if the authorization was obtained as a condition of obtaining insurance coverage, or law provides the insurer the right to contest the claim under the policy.

III. Uses and Disclosures with Neither Consent nor Authorization

I may use or disclose PHI without your consent or authorization in the following circumstances:

- *Child Abuse* – If I have reasonable cause to believe that a child has been abused, I may report that belief to the appropriate authority.
- *Adult and Domestic Abuse* – If I have reasonable cause to believe that a disabled adult or elder person has had a physical injury or injuries inflicted upon such disabled adult or elder person, other than by accidental means, or has been neglected or exploited, I may report that belief to the appropriate authority.
- *Health Oversight Activities* – If I am the subject of an inquiry by the Oregon Board of Psychological Examiners, I may be required to disclose protected health information regarding you in proceedings before the Board.
- *Judicial and Administrative Proceedings* – If you are involved in a court proceeding and a request is made about the professional services I provided you or the records thereof, such information is privileged under state law, and I will not release information without your written consent or a court order. The privilege does not apply when you are being evaluated for a third party or where the evaluation is court ordered. You will be informed in advance if this is the case.
- *Serious Threat to Health or Safety* – If I determine, or pursuant to the standards of my profession should determine, that you present a serious danger of violence to yourself or another, I may disclose information in order to provide protection against such danger for you or the intended victim.
- *Worker's Compensation* – I may disclose protected health information regarding you as authorized by and to the extent necessary to comply with laws relating to worker's compensation or other similar programs, established by law, that provide benefits for work-related injuries or illness without regard to fault.

IV. Patient's Rights and Psychologist's Duties

Patient's Rights:

- *Right to Request Restrictions* – You have the right to request restrictions on certain uses and disclosures of protected health information. However, I am not required to agree to a restriction you request.
- *Right to Receive Confidential Communications by Alternative Means and at Alternative Locations* – You have the right to request and receive confidential communications of PHI by alternative means and at alternative locations. (For example, you may not want a family member to know that you are seeing me. On your request, I will send your bills to another address.)

- *Right to Inspect and Copy* – You have the right to inspect or obtain a copy (or both) of PHI in my mental health and billing records used to make decisions about you for as long as the PHI is maintained in the record. I may deny your access to PHI under certain circumstances, but in some cases you may have this decision reviewed. On your request, I will discuss with you the details of the request and denial process.
- *Right to Amend* – You have the right to request an amendment of PHI for as long as the PHI is maintained in the record. I may deny your request. On your request, I will discuss with you the details of the amendment process.
- *Right to an Accounting* – You generally have the right to receive an accounting of disclosures of PHI. On your request, I will discuss with you the details of the accounting process.
- *Right to a Paper Copy* – You have the right to obtain a paper copy of the notice from me upon request, even if you have agreed to receive the notice electronically.

Psychologist's Duties:

- I am required by law to maintain the privacy of PHI and to provide you with a notice of my legal duties and privacy practices with respect to PHI.
- I reserve the right to change the privacy policies and practices described in this notice. Unless I notify you of such changes, however, I am required to abide by the terms currently in effect.
- If I revise my policies and procedures, I will notify you in a written statement either given to you in person or sent via mail.

V. Questions and Complaints

If you have questions about this notice, disagree with a decision I make about access to your records, or have other concerns about your privacy rights, you may contact me at (503) 757-7260.

If you believe that your privacy rights have been violated and wish to file a complaint with me, you may send your written complaint to me at the following address: 4039 N Mississippi Avenue, Suite 309. You may also send a written complaint to the Secretary of the U.S. Department of Health and Human Services. I can provide you with the appropriate address upon request.

You have specific rights under the Privacy Rule. I will not retaliate against you for exercising your right to file a complaint.

VI. Effective Date, Restrictions, and Changes to Privacy Policy

This notice will go into effect on December 1st, 2009. I reserve the right to change the terms of this notice and to make the new notice provisions effective for all PHI that I maintain. I will provide you with a revised notice in writing, either via mail or handed directly to you in session.