

Capacity Solutions LLC  
Admin Office  
PO Box 173  
Cottage Grove, OR 97424

I have included New Patient Forms to be filled out and returned. Please return these forms by Email, mail or fax.

**Email :** [lacey@capacitysolutionsllc.com](mailto:lacey@capacitysolutionsllc.com)

**Fax:** 877-719-1596

**Mail:**  
Capacity Solutions LLC  
Admin Office  
PO Box 173  
Cottage Grove, OR 97424

Thank you,

Lacey Boyer  
Capacity Solutions LLC, Office Manager  
503.896.0297



## HIPAA NOTICE OF PRIVACY PRACTICES

The HIPAA Privacy Rule establishes national standards to protect individuals' medical records and other personal health information and applies to health plans, health care clearinghouses, and those health care providers that conduct certain health care transactions electronically. The Rule requires appropriate safeguards to protect the privacy of personal health information, and sets limits and conditions on the uses and disclosures that may be made of such information without patient authorization. The Rule also gives patients rights over their health information, including rights to examine and obtain a copy of their health records, and to request corrections.

- Effective Date of this Notice: 7/1/2014
- Dr. Angela Plowhead is Capacity Solutions LLC's privacy official she may be contacted at [aplowhead@capacitysolutionllc.com](mailto:aplowhead@capacitysolutionllc.com) or 503-896-0297.
- Capacity Solutions LLC will never market or sell personal information.
- Capacity Solutions LLC will never share any substance abuse treatment records without your written permission.

### **Your Information. Your Rights. Our Responsibilities.**

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.

### **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'll 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.

**HIPAA**  
**NOTICE OF PRIVACY PRACTICES**

**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 using the information on page 1.
- 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/](http://www.hhs.gov/ocr/privacy/hipaa/complaints/).
- We will not retaliate against you for filing a complaint.

**Your Choices**

You have some choices in the way that we use and share information as we:

- Tell family and friends about your condition
- Provide disaster relief
- Include you in a hospital directory
- Provide mental health care
- Market our services and sell your information
- Raise funds

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.*

## HIPAA NOTICE OF PRIVACY PRACTICES

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

1. Marketing purposes
2. Sale of your information, however, **Capacity Solutions LLC does not sale patient information**
3. Most sharing of psychotherapy notes

### **Our Uses and Disclosures**

We may use and share your information as we:

- Respond to lawsuits and legal actions

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 have to 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](http://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.

**HIPAA**  
**NOTICE OF PRIVACY PRACTICES**

**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 individual's die.

**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](http://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 website.

Your signature below indicates that you have read this agreement and agree to the stated terms.

\_\_\_\_\_  
Signature of Patient or Personal Representative

\_\_\_\_\_  
Representatives Authority

\_\_\_\_\_  
Date

\_\_\_\_\_  
Patient Name



## Informed Consent In person services Covid 19 or other public health crisis

This document contains important information about our decision (yours and Capacity Solutions LLC) to resume/start in-person services in light of a public health crisis. Please read this carefully and let a Capacity Solutions LLC staff person know if you have any questions.

### **Decision to Meet Face to Face**

You and your provider have agreed to meet in person for some or all future sessions. The decision about whether to engage in in-person services is based on current conditions and guidelines, which may change at any time. It is possible that a return to telehealth services will be necessary at some point based on consideration of health and safety issues. Such a decision will be made in consultation with you, but Capacity Solutions will make the final determination based on a careful weighing of the risks and applicable government regulations. If you have concerns about going back to or starting telehealth, your provider will talk to you about it first and try to address the issue.

If you decide at any time that you would feel safer staying with, or returning to, telehealth services, Capacity Solutions LLC will respect that decision, as long as it is clinically appropriate. Reimbursement for telehealth services, however, is also determined by the insurance companies and applicable law, so that is an issue that would also need to be discussed.

### **Your Responsibility to Minimize Your Exposure**

To obtain services in person, you agree to take certain precautions which will help keep everyone (you, your provider, your families, other Capacity Solutions LLC staff and patients) safer from exposure, sickness and possible death. Your failure or refusal to adhere to these safeguards may result in starting/returning to a telehealth arrangement.

- You will only keep your in-person appointment if you are symptom free from fever, cough and other known symptoms of infectious disease and your provider will do the same. If your temperature is elevated (100 Fahrenheit or more), or if you have other symptoms of the COVID-19 or other infectious disease, you agree to cancel the appointment or proceed using telehealth, by alerting your provider as soon as possible. If you wish to cancel for this reason, you won't be charged your normal cancellation fee as long as cancellation occurs at least 45 mins prior to the scheduled arrival of your provider.
- You understand that your provider will use hand hygiene protocols of washing hands or using hand sanitizer when entering the building/home, after contact with surfaces in your home and before leaving your home.
- You will adhere to the safe distancing precautions established by city, county, state and/or federal regulations and recommendations. Until otherwise noted, you will keep a distance of 6 feet and there will be no physical contact (e.g. no shaking hands or other physical contact) with Capacity Solutions LLC staff.
- You agree to wear a mask for the duration of time your provider is in the home. Your provider will also wear a mask.
- You will limit unnecessary exposure of your provider to infectious disease by minimizing the number of people in the home during visits. If there are others in your home at the time of the visit with Capacity Solutions LLC Staff, you will make sure that they follow all of these sanitation and distancing protocols.
- If you have a job that exposes you to those who are infected, you will let your provider know. If your commute or have other responsibilities or activities put you in close contact with others (beyond your family), you will let your provider know.

**Informed Consent In person services  
Covid 19 or other public health crisis**

- If a resident of your home or someone else with whom you are in close contact tests positive for the infection, you will immediately let your provider know and we will then begin/resume treatment via telehealth until you have been cleared by your physician.

The above precautions may change if additional local, state or federal orders or guidelines are published. If that happens, your provider will talk with you about any necessary changes.

**Capacity Solutions LLC Commitment to Minimize Exposure**

We have taken steps to reduce the risk of spreading the virus between patients through the use of barriers, hand hygiene and use of masks. We have posted our efforts in our infectious disease policy on our website. Please let us know if you have questions about these efforts.

**If You or Your Provider Are Sick**

You understand that we are committed to keeping you, Capacity Solutions LLC staff and all of our families safe from the spread of this virus and general infectious disease. If our staff arrive for an appointment and believe that you have a fever or other symptoms, or believe you have been exposed, they will immediately leave your home. Please note that you may be charged for the visit due to not appropriately cancelling the visit prior to your provider driving to your home. Follow up via telehealth services will be provided as appropriate.

If your provider test positive for COVID-19, you will be notified so that you can take appropriate precautions.

**Your Confidentiality in the Case of Infection**

As COVID-19 regulations continue to evolve, Capacity Solutions LLC may become legally required at some point to disclose that you and your provider have been in contact, especially if either of you were to test positive or show signs of COVID-19 infection. If we are legally compelled to disclose information, we will inform you and will only provide the minimum necessary information (e.g., your name and the dates of contact) required by law. By signing this form, you are agreeing that we may do so without an additional signed release.

We remain committed to following state and federal guidelines and to adhering to prevailing professional healthcare standards to limit the transmission of COVID-19 in our interactions. Despite our careful attention to sanitization, social distancing, and other protocols, there is still a chance that you will be exposed to COVID-19 in these interactions. If, at any point, you prefer to stop in-person services or to consider transitioning to remote services, please let your provider know.

**Risks of Opting for In-Person Services**

By signing this agreement, you acknowledge an understanding that by electing to receive in-person services from Capacity Solutions LLC, there is still a potential risk of exposure and that you are assuming the risk of exposure to COVID-19 or other public health risk. You are agreeing to not hold Capacity Solutions LLC or any of its providers liable for any possible exposure to infectious disease.

**Informed Consent**

This agreement supplements the general informed consent agreement that was agreed to at the initiation of treatment. You agree to follow the safety protocols outlined above in order to engage in in-person services. Your signature below shows that you agree to these terms and conditions.

\_\_\_\_\_  
Signature of Patient or Personal Representative

\_\_\_\_\_  
Representatives Authority

\_\_\_\_\_  
Date

\_\_\_\_\_  
Patient Name



Welcome to Capacity Solutions LLC. This document contains important information about professional services provided in person 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.

As someone seeking psychological services, 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. These rights and responsibilities, as well as other practice information and policies are described in the following sections.

### **Benefits/Risks of Treatment**

The purpose of Cognitive and Psychological Assessment is to answer questions and reveal strengths and challenges about brain functioning. The results will help produce interventions for building-up strengths and support, as well as help to remediate the challenges. The ultimate goals of these types of assessments is: 1) improving quality of life for the individual being assessed through the use of information about where the individual is functionally at that moment in time and 2) receiving education about interventions. Assessment also provides further information about difficult diagnoses, such as dementia. No matter what the diagnosis is, it is important to keep in mind that providers are there to help you and give you information that can increase the overall functioning of the individual and family system to better cope with the challenges being faced.

Psychotherapy has both benefits and risks. Psychotherapy has been shown to have benefits for individuals who undertake it. Therapy often leads to a significant reduction in feelings of distress, increased satisfaction in interpersonal relationships, greater personal awareness and insight, increased skills for managing stress, and resolutions to specific problems. Risks may include experiencing uncomfortable feelings, such as sadness, guilt, anxiety, anger, frustration, loneliness and helplessness, because the process of psychotherapy often requires discussing the unpleasant aspects of your life in order to emotionally heal and find meaning in the process. While there are no guarantees about what specifically will happen in therapy, the hope is that you are able to receive the skills and tools you need to go forward with a more resilient outlook. Psychotherapy requires a very active effort on your part to want to make changes. In order to be most successful, you will have to also work on things discussed outside of sessions and apply them to your life.

### **Treatment Location**

All treatment services provided by Capacity Solutions LLC are conducted in the living environment of the patient. We believe that provision of services in the home gives the provider critical information about the person and their situation that allows them to make recommendations that are specific to the person and how they live and allows you maximum utilization of training time during cognitive rehabilitation. If there is a safety concern (e.g., biting or vicious animals, people with a history of violence in the home or neighborhood, non-prescription drug use or trafficking, etc.) for the provider when visiting your home, you are responsible for informing the provider at the time the visit is scheduled. If a visit is to be made, you are to make every effort to remove any items, people or pets of concern from the treatment area prior to the arrival of the provider. Services may be immediately terminated, if at any time, the provider deems the environment unsafe for him/her or another provider to make visits to. If services are terminated for safety reasons the patient will receive referrals to similar services that can be provided in an outpatient clinic. If a provider is harmed while in your home or on



your property, you will be expected to cooperate with the provider filing a claim with your home owners or renter's insurance or you may be held civilly liable. If the harm encountered by the provider is criminal in nature, a police report will be filed if appropriate.

### **Appointments**

Cognitive or Psychological Assessment times will vary depending on the reason for the assessment and can be conducted over multiple appointments for the interview, testing and feedback of results. Face-to-face time with the provider can be from 1-4 hours depending on the purpose of the visit (i.e., interview, testing or feedback) and rather any of these visits are combined (i.e., interview and testing are conducted during the same visit).

Therapy appointments will ordinarily be 50-60 minutes in duration, at an agreed upon frequency that is deemed favorable for therapeutic benefit, this frequency can and likely will change over the course of treatment. The time scheduled for your appointment is assigned to you and you alone.

Psychiatry appointment will vary between 30-90 minutes in duration, at an agreed upon frequency that is deemed favorable for therapeutic benefits, this frequency can and likely will change over the course of treatment.

If you need to cancel or reschedule a session, we require a 24-hour notice. If you miss a session without canceling, or cancel with less than a 24-hour notice, you are required to pay the full session fee (unless it is determined 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**; thus, you will be responsible for the entire scheduled fee.

Due to services being provided in the home and variations in travel time due to weather and traffic, all appointment times are understood to be an approximation of the time that the provider will arrive at your home. Providers will telephone you if they will arrive more than 15 minutes earlier or later than the scheduled appointment time, unless otherwise stated at the time the appointment is scheduled.

### **Medication History**

Patient medication history is a list of prescriptions that healthcare providers have prescribed for you. A variety of sources, including pharmacies and health insurers, contribute to the collection of this history. The collected information is stored in the practice electronic medical record system and becomes part of your personal medical record. Medication history is very important in helping providers treat your symptoms and/or illness properly and avoid potentially dangerous drug interactions. It is very important that you and your provider discuss all your medications in order to ensure that your recorded medication history is 100% accurate. Some pharmacies do not make prescription history information available, and your medication history might not include drugs purchased without using your health insurance. Also over-the-counter drugs, supplements, or herbal remedies that you take on your own may not be included. I give my permission to allow my healthcare provider to obtain my medication history from my pharmacy, my health plans, and my other healthcare providers.

### **Confidentiality**

As a rule, Capacity Solutions LLC or its providers will not disclose information about you, or the fact that you are a patient, without your written consent. Mental Health Records describe the services provided to you and contain the dates of services, your diagnosis, functional status, symptoms, prognosis and progress, and psychological testing reports. Health care providers are legally allowed to use or disclose records or information for treatment, payment/

billing, and health care operations purposes such as consultation with other providers (without disclosing identifying information) or if you are experiencing a medical emergency while a provider is in your home and you are not in a position to give consent for emergency service to be called.

By law, providers are required to report the known or suspected abuse of a child or elder, and misconduct or abuse by a health care or mental health care professional. Be aware that if you report such instances, your provider must report them to the police, child or adult protective services or appropriate licensing body. Providers are also required by law to release information when the patient poses a risk to themselves or others. If your provider receives a court order or subpoena, they may be required to release some information. In such a case, your provider will consult with you and other professionals and limit the release to only what is necessary by law.

### **Confidentiality and Technology**

Some patients may choose to use technology in their therapy sessions or to communicate with their provider. This includes but is not limited to online therapy via computer, telephone, email, text or chat. Due to the nature of online communication, there is always the possibility that unauthorized persons may attempt to discover your personal information. Your provider 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 and safeguard any technology used in therapy sessions or in communication with your provider with regard to authorized and unauthorized access from friends, family members, significant others or co-workers who may have access to your computer, phone or other device.

Capacity Solutions LLC makes every effort to protect your confidentiality, due to this, providers are unable to accept social media invitation requests of any kind from current or former patients. In addition to protecting your confidentiality this policy promotes appropriate boundaries in the patient-provider relationship by allowing you to choose what information you will share with your provider versus what they read about your life and thoughts online. It also keeps the lives of providers private and separate from treatment, so that the focus of care remains on you and the reasons you wish to receive treatment.

### **Professional Records**

Your provider is required to keep records of psychological services provided. They will not be shared except with respect to the limits to confidentiality discussed in the Confidentiality section. Should the patient wish to have their records released, they are required to sign a release of information form which specifies what information is to be released and to whom. Records will be kept for at least 10 years but may be kept for longer. Records will be kept secured either electronically or in a paper file. Providers take every reasonable precaution to safeguard your records.

### **Professional Fees**

Assessment fees are \$300 per hour for time spent during the interview, testing, consulting with other professionals, reviewing records, scoring test, report writing and a feedback session. A typical assessment can take from 6-10 hours, but can take longer depending on the complexity of the case. Therapy fees are \$300 for an intake session and \$180 per therapeutic hour. Other professional services that you may require such as report writing, telephone conversations that last longer than 5 minutes, attendance at meetings or consultations which you have requested, or the time required to perform any other service which you may request will be prorated. If you are involved in or anticipate involvement in a court case, and your case requires provider participation, you will be expected to pay for the professional time required to

prepare for and give testimony at a rate of \$300 per hour. You will be charged for total round trip travel time that is greater than 60 minutes, at a rate of half the above stated therapeutic hourly rate. Travel time is not covered by insurance plans and will be your sole responsibility. You are responsible for paying at the time of your session unless prior arrangements have been made. Payment must be made by check or cash at the time of the session. If you refuse to pay your debt, Capacity Solutions LLC reserves the right to use an attorney or collection agency to secure payment.

**Health Insurance**

Capacity Solutions LLC will bill health insurance for you and reserves the right to seek and receive full payment from the undersigned for services rendered. Upon request you will be supplied with a receipt of payment for services. Please note that not all insurance companies reimburse for telehealth services or out-of-network providers and some require pre authorization prior to services being rendered. A quote of benefits and/or authorization does not guarantee payment or verify eligibility. Payment of benefits are subject to all terms, conditions, limitations, and exclusions of the member’s contract at time of service. Your health insurance company will only pay for services that it determines to be “reasonable and necessary.” Every effort will be made by this office to have all services and procedures preauthorized by your health insurance company. If your health insurance company determines that a particular service is not reasonable and necessary, or that a particular service is not covered under the plan, your insurer will deny payment for that service. I understand that my health insurance company may deny payment for the services identified above, for the reasons stated. If my health insurance company denies payment, I agree to be personally and fully responsible for payment. I also understand that if my health insurance company does make payment for services, I will be responsible for any co-payment, deductible, or coinsurance that applies. If you have questions about billing insurance or need assistance with this process please contact our billing specialist, whose information can be provided to you upon request.

**Provider Contact and Emergency Situations**

Providers are often not immediately available by telephone and do not answer phone calls when in session with patients or after hours. At these times, you may leave a message on a confidential voice mail 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, it is an emergency situation, or if you feel unable to keep yourself safe, go to your local hospital, call 911 or call the 24-hour crisis hotline at 800-273-8255.

**Consent to Treatment**

I have read this Agreement and agree to the stated terms. By signing this agreement, I hereby consent to receiving services in person and/or engaging in telehealth with my Mental Health provider as part of psychological services provision by providers of Capacity Solutions LLC. I understand that telehealth includes the practice of health care delivery, diagnosis, consultation, treatment, transfer of medical data, and education using interactive audio, video, or data communications. I understand that telehealth also involves the communication of my medical/mental information, both orally and visually, to health care practitioners located in Oregon.

\_\_\_\_\_  
Signature of Patient or Personal Representative

\_\_\_\_\_  
Representatives Authority

\_\_\_\_\_  
Date

\_\_\_\_\_  
Patient Name



Welcome to Capacity Solutions LLC. This document contains important information about professional services provided in person 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.

As someone seeking psychological services, 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. These rights and responsibilities, as well as other practice information and policies are described in the following sections.

You should understand that Telehealth includes the practice of health care delivery, diagnosis, consultation, treatment, transfer of medical data, and education using interactive audio, video, or data communications. Telehealth also involves the communication of your medical/mental information, both orally and visually to and from health care practitioners.

### **Benefits/Risks of Treatment**

1. Clients have the right to withhold or withdraw consent at any time without affecting their right to future care or treatment nor risking the loss or withdrawal of any program benefits to which the client would otherwise be entitled.
2. The laws that protect the confidentiality of medical information also apply to telehealth. As such, the information disclosed by during the course of therapy is generally confidential. However, there are both mandatory and permissive exceptions to confidentiality, including, but not limited to reporting child, elder, and dependent adult abuse; expressed threats of violence towards an ascertainable victim; and sometimes when a client's mental or emotional state becomes an issue in a legal proceeding.
3. There is the potential for risks or consequences from telehealth, including but not limited to, the possibility, despite reasonable efforts on the part of the provider, that: the transmission of medical information could be disrupted or distorted by technical failures; the transmission of medical information could be interrupted by unauthorized persons; and/or the electronic storage of medical information could be accessed by unauthorized persons.
4. Telehealth based services and care may not be as complete as face-to-face services. If the provider believes you would be better served by another form of psychotherapeutic services (e.g. face-to-face services) you will be referred to a psychotherapist who can provide such services in your local area. There are potential risks and benefits associated with any form of psychotherapy, despite your efforts and the efforts of the provider, your condition may not improve, and in some cases may even get worse.
5. The results from any form of psychological treatment or intervention to include telehealth cannot be guaranteed or assured.

### **Treatment Location**

At the beginning of every session the provider and client will perform a video sweep of the room to ensure that the session is being conducted in private and that no uninvited participants are present during the session. Clients will be asked to discontinue the session if the session is being attended from a public place or if previously unagreed upon parties are present.

**Appointments**

Appointments will be scheduled a HIPPA compliant software platform, to minimize risk of security breaches. However, if technical complexities prevent completion of a session via this platform, the backup for that session will be telephone communication or the session will be rescheduled, whichever option is most applicable and agreeable to both parties.

**Confidentiality**

As a rule, Capacity Solutions LLC or it's providers will not disclose information about you, or the fact that you are a patient, without your written consent. Mental Health Records describe the services provided to you and contain the dates of services, your diagnosis, functional status, symptoms, prognosis and progress, and psychological testing reports. Health care providers are legally allowed to use or disclose records or information for treatment, payment/billing, and health care operations purposes such as consultation with other providers (without disclosing identifying information) or if you are experiencing a medical emergency while a provider is in your home and you are not in a position to give consent for emergency service to be called.

By law, providers are required to report the known or suspected abuse of a child or elder, and misconduct or abuse by a health care or mental health care professional. Be aware that if you report such instances, your provider must report them to the police, child or adult protective services or appropriate licensing body. Providers are also required by law to release information when the patient poses a risk to themselves or others. If your provider receives a court order or subpoena, they may be required to release some information. In such a case, your provider will consult with you and other professionals and limit the release to only what is necessary by law.

**Confidentiality and Technology**

Some patients may choose to use technology in their therapy sessions or to communicate with their provider. This includes but is not limited to online therapy via computer, telephone, email, text or chat. Due to the nature of online communication, there is always the possibility that unauthorized persons may attempt to discover your personal information. Your provider 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 and safeguard any technology used in therapy sessions or in communication with your provider with regard to authorized and unauthorized access from friends, family members, significant others or co-workers who may have access to your computer, phone or other device.

Capacity Solutions LLC makes every effort to protect your confidentiality, due to this, providers are unable to accept social media invitation requests of any kind from current or former patients. In addition to protecting your confidentiality this policy promotes appropriate boundaries in the patient-provider relationship by allowing you to choose what information you will share with your provider verses what they read about your life and thoughts online. It also keeps the lives of providers private and separate from treatment, so that the focus of care remains on you and the reasons you wish to receive treatment.

**Professional Records**

Your provider is required to keep records of psychological services provided. They will not be shared except with respect to the limits to confidentiality discussed in the Confidentiality section. Should the patient wish to have their records released, they are required to sign a release of information form which specifies what information is to be released and to whom. Records will be kept for at least 10 years but may be kept for longer. Records will be kept

secured either electronically or in a paper file. Providers take every reasonable precaution to safeguard your records.

**Professional Fees**

Assessment fees are \$300 per hour for time spent during the interview, testing, consulting with other professionals, reviewing records, scoring test, report writing and a feedback session. A typical assessment can take from 6-10 hours, but can take longer depending on the complexity of the case. Therapy fees are \$300 for an intake session and \$180 per therapeutic hour. Other professional services that you may require such as report writing, telephone conversations that last longer than 5 minutes, attendance at meetings or consultations which you have requested, or the time required to perform any other service which you may request will be prorated. If you are involved in or anticipate involvement in a court case, and your case requires provider participation, you will be expected to pay for the professional time required to prepare for and give testimony at a rate of \$300 per hour. You will be charged for total round trip travel time that is greater than 60 minutes, at a rate of half the above stated therapeutic hourly rate. Travel time is not covered by insurance plans and will be your sole responsibility. You are responsible for paying at the time of your session unless prior arrangements have been made. Payment must be made by check or cash at the time of the session. If you refuse to pay your debt, Capacity Solutions LLC reserves the right to use an attorney or collection agency to secure payment.

**Health Insurance**

Capacity Solutions LLC will bill health insurance for you and reserves the right to seek and receive full payment from the undersigned for services rendered. Upon request you will be supplied with a receipt of payment for services. Please note that not all insurance companies reimburse for telehealth services or out-of-network providers and some require pre authorization prior to services being rendered. A quote of benefits and/or authorization does not guarantee payment or verify eligibility. Payment of benefits are subject to all terms, conditions, limitations, and exclusions of the member's contract at time of service. Your health insurance company will only pay for services that it determines to be "reasonable and necessary." Every effort will be made by this office to have all services and procedures preauthorized by your health insurance company. If your health insurance company determines that a particular service is not reasonable and necessary, or that a particular service is not covered under the plan, your insurer will deny payment for that service. I understand that my health insurance company may deny payment for the services identified above, for the reasons stated. If my health insurance company denies payment, I agree to be personally and fully responsible for payment. I also understand that if my health insurance company does make payment for services, I will be responsible for any co-payment, deductible, or coinsurance that applies. If you have questions about billing insurance or need assistance with this process please contact our billing specialist, whose information can be provided to you upon request.

**Provider Contact and Emergency Situations**

Providers are often not immediately available by telephone and do not answer phone calls when in session with patients or after hours. At these times, you may leave a message on a confidential voice mail 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, it is an emergency situation, or if you feel unable to keep yourself safe, go to your local hospital, call 911 or call the 24-hour crisis hotline at 800-273-8255.

**Consent to Treatment**

I have read this Agreement and agree to the stated terms. By signing this agreement, I hereby consent to receiving services in person and/or engaging in telehealth with my Mental Health provider as part of psychological services provision by providers of Capacity Solutions LLC. I understand that telehealth includes the practice of health care delivery, diagnosis, consultation, treatment, transfer of medical data, and education using interactive audio, video, or data communications. I understand that telehealth also involves the communication of my medical/mental information, both orally and visually, to health care practitioners located in Oregon.

\_\_\_\_\_  
Signature of Patient or Personal Representative

\_\_\_\_\_  
Representatives Authority

\_\_\_\_\_  
Date

\_\_\_\_\_  
Patient Name

# Capacity Solutions LLC

2755 Commercial St SE #101-258, Salem, OR 97302  
Phone: 503-896-0297 Fax: 877-719-1596  
Email: info@capacitysolutionsllc.com



## AUTHORIZATION TO RELEASE HEALTHCARE INFORMATION

Patient's Name: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Previous Name: \_\_\_\_\_ Social Security #: -----Not Applicable-----

I request and authorize (Person/Organization we can share info with): \_\_\_\_\_

To release healthcare information of the patient named above to and receive healthcare information from:

Name: Capacity Solutions LLC and authorized representatives

Address: 2755 Commercial St SE #101-258

City: Salem State: OR Zip Code: 97302

Email: info@capacitysolutionsllc.com Fax: 503-470-1108

This request and authorization applies to:

- All healthcare information
- Healthcare information relating to the following treatment, condition, or dates: \_\_\_\_\_

Other: \_\_\_\_\_

Yes  No I authorize the release of HIV/AIDS testing, whether negative or positive, to the person(s)/agency listed above.

Yes  No I authorize the release of any records regarding drug or alcohol treatment to the person(s)/agency listed above.

Yes  No I authorize the release of any records regarding mental health treatment to the person(s)/agency listed above.

For the purpose of  Continuity of care  Psychological evaluation  Cognitive Assessment  Other: \_\_\_\_\_

The information may be shared:  in person  by phone  by fax  by mail  by e-mail  
 I understand that e-mail is not confidential and can be intercepted and read by other people.

**I understand that this release is valid when I sign it and that I may withdraw my consent to this release at any time. Unless otherwise stated this release expires one year from the date of signature.**

Signature of

Patient or

Authorized

Representative: \_\_\_\_\_

Date

Signed: \_\_\_\_\_

If not signed by the patient, indicate relationship of authorizing person to patient:

- Parent or Guardian of minor child
- Legal Guardian or Conservator
- Authorized Health Care Power of Attorney