**PSYCHOTHERAPIST-PATIENT SERVICES AGREEMENT**

**INTRODUCTION**

Welcome to the Quin Curtis Center (QCC). Thank you for trusting us to assist you with your personal concerns. Please take the time to read and understand this document and ask your therapist about any portions, which may be unclear to you.

**HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA)**

This agreement contains important information about our professional services and business policies. It also contains summary information about the Health Insurance Portability and Accountability Act (HIPAA), a new federal law that provides new privacy protections and new client rights with regard to the use and disclosure of your Protected Health Information (PHI) used for the purpose of treatment, payment, and health care operations. HIPAA requires that we provide you with a Notice of Privacy Practices (referred to henceforth as the Notice) for use and disclosure of PHI for treatment, payment and health care operations. The Notice, which is attached to this agreement, explains HIPAA and its application to your personal health information in greater detail. The law requires that we obtain your signature acknowledging that we have provided you with this information before we provide any services. Although these documents are long and sometimes complex, it is very important that you read them carefully before your next session. You and your therapist can discuss any questions you have about the procedures at that time. When you sign this document, it will also represent an agreement between you and your therapist. You may revoke this Agreement in writing at any time. That revocation will be binding on your therapist unless we have taken action in reliance on it; if there are obligations imposed on the QCC by your health insurer in order to process or substantiate claims made under your policy; or if you have not satisfied any financial obligations you have incurred.

**PROFESSIONAL QUALIFICATIONS**

The QCC is a training and research facility within the Clinical Psychology Graduate Program at West Virginia University. Our graduate program is accredited by the American Psychological Association. As such, our therapists are graduate students in training, who are supervised by licensed psychologists, and often work in small clinical teams with members of our nationally and internationally recognized faculty.

We are committed to providing the highest quality services according to the American Psychological Association’s “Ethical Principles of Psychologists and Code of Conduct” (2003).

HIPAA Patient Agreement Form Revised 8/10/2016

# PSYCHOLOGICAL SERVICES

Psychotherapy is not easily described in general statements. It varies depending on the personalities of the therapist and client, and the particular problems you are experiencing. There are many different methods we may use to deal with the problems that you hope to address. Psychotherapy is not like a medical doctor visit. Instead, it calls for a very active effort on your part. In order for the therapy to be most successful, you will have to work on things we talk about both during our sessions and at home.

Psychotherapy can have benefits and risks. Since therapy often involves discussing unpleasant aspects of your life, you may experience uncomfortable feelings like sadness, guilt, anger, frustration, loneliness, and helplessness. On the other hand, psychotherapy has also been shown to have many benefits. Therapy often leads to better relationships, solutions to specific problems, and significant reductions in feelings of distress. But there are no guarantees of what you will experience.

Your first few sessions will involve an evaluation of your needs. By the end of the evaluation, your therapist will be able to offer you some first impressions of what our work will include and a treatment plan to follow, if you decide to continue with therapy. You should evaluate this information along with your own opinions of whether you feel comfortable working with your therapist. Therapy involves a large commitment of time, money, and energy, so you should be very careful about the therapist you select. If you have questions about our procedures, you should discuss them with your therapist whenever they arise. You have the right to ask for the rationale for any portion of your treatment or to decline any part of your treatment. If your doubts persist, we will be happy to help you set up a meeting with another mental health professional for a second opinion.

# MEETINGS

Your therapist will normally conduct an evaluation that will last from 2 to 4 sessions. During this time, you and your therapist can both decide if he or she is the best person to provide the services you need in order to meet your treatment goals. If psychotherapy is begun, 50 minute long appointments are typically scheduled once per week at a time you and your therapist agree on, although some sessions may be longer or more frequent. If you cannot make a scheduled appointment, please call your therapist’s confidential voicemail box to cancel the appointment. Your therapist’s voicemail box number is: (304) 293-2001 x (\_\_\_\_).

**PROFESSIONAL FEES**

The established hourly rate for psychological professional time typically ranges from $10 to $40. Psychological testing costs are an additional charge typically ranging from $10 to $50 per unit of testing. Testing to determine if a client has a learning disability/ADHD is billed at a rate based on local standard. You will be expected to pay for each session at the time it is held, unless you and your therapist agree otherwise.

# CONTACTING YOUR THERAPIST

Due to our work schedule and clinic set-up, QCC staff and therapists are often not immediately available by telephone. While our clinic is usually staffed between 9 AM and 5 PM, it is possible that our phones will not be answered if our staff is in with patients. When we are unavailable, our telephone is answered by voice mail, which we monitor frequently. We will make every effort to return your call as soon as possible. Our clinic does not have evening or weekend hours, and is closed on Fridays, so calls made during these times will likely not be received until the following workday. Also, therapists are typically not available during weekends and holidays. Because our therapists are graduate students and are typically in the clinic only for scheduled appointments, they will not be able to be reached by calling the QCC office phone number. Instead, each team has a confidential voicemail box. Once you are established with a particular therapist or treatment team, all phone correspondence (e.g., calling to request to speak with your therapist, calling to cancel or reschedule an appointment, etc.) should be done through your therapist’s voicemail and not the QCC office number. If you are difficult to reach, please inform your therapist of some times when you will likely be available.

In some instances, you might need immediate help and cannot wait for your therapist to return your call. These emergencies may involve suicidal thoughts, thoughts of wanting to hurt someone else, or thoughts of committing dangerous acts either by yourself or a family member. If you find yourself in any emergency situation and you are unable to reach your therapist or a clinic staff member, we recommend that you use one of the following emergency options: (1) call the appropriate emergency number from the list below**,** (2)call or visityour family physician, or (3) visit the nearest emergency room and ask for the mental health professional on call.

Below are some emergency numbers, which may be helpful to you in the case of an emergency:

**Valley Healthcare System Emergency Hotline: 1-800-232-0020**

**Valley Healthcare System in Morgantown: (304) 296-1731**

**Valley Healthcare System in Fairmont: (304) 366-7174**

**Valley Healthcare System in Kingwood: (304) 329-1059**

**Chestnut Ridge Hospital Helpline: 1-800-458-4898**

**Rape and Domestic Violence Information Center: (304) 292-5100**

If you contact one of these emergency lines, tell them that you are a client at the QCC and that your therapist is unavailable at that time. Also tell them the nature of the emergency. The counselors on these emergency lines will assist you with the crisis over the phone and may advise you to schedule an emergency appointment or suggest that you go to the Emergency Room at Ruby Memorial or Monongalia General Hospital or another facility so that someone can see you personally during non-business hours. When your therapist has been contacted, he or she will discuss the crisis with the agencies you contacted.

Finally, some clients request to contact their therapists via e-mail. We do not recommend this method of communication with your therapist because our system does not have security measures (e.g., encryption or firewalling) in place. In other words, any personal information you may write about could potentially be intercepted and read by someone who is not authorized to have access to your private information. For your protection, the QCC strongly discourages email correspondence between therapists and clients.

## LIMITS OF CONFIDENTIALITY

The law protects the privacy of all communications between a client and a psychologist. In most situations, we can only release information about your treatment to others if you sign a written authorization form that meets certain legal requirements imposed by HIPAA. There are other situations that require only that you provide written, advance consent. Your signature on this agreement provides consent for those activities, as follows:

* Your therapist works on a team that consists of a faculty supervisor (who is a licensed psychologist) and several other students. The team will regularly discuss your case and your therapist may occasionally find it helpful to consult other faculty members about a case. During a consultation, he or she will make every effort to avoid revealing the identity of the client. The other professionals and students are also legally bound to keep the information confidential. If you don’t object, your therapist will not tell you about these consultations unless he or she feels that it is important to your work together. Your therapist will note all consultations in your Clinical Record or personal health information.
* You should be aware that we practice with other mental health professionals and that we employ administrative staff. In most cases, we need to share protected information with these individuals for both clinical and administrative purposes, such as scheduling, billing and quality assurance. All of the mental health professionals are bound by the same rules of confidentiality. All staff members have been given training about protecting your privacy and have agreed not to release any information outside of the practice without the permission of a professional staff member.
* Disclosures required by health insurers or to collect overdue fees are discussed elsewhere in this Agreement.

There are some situations where we are permitted or required to disclose information without either your consent or authorization:

* If you are involved in a court proceeding and a request is made for information concerning your treatment, we cannot provide such information without your (or your legal representative’s) written authorization, or a court order. If you are involved in or contemplating litigation, you should consult with your attorney to determine whether a court would be likely to order your therapist to disclose information.
* If a government agency is requesting the information for health oversight activities, we may be required to provide it for them.
* If a client files a complaint or lawsuit against the therapist, we may disclose relevant information regarding that client in order to defend the therapist.
* If a client files a worker’s compensation claim, we must, upon appropriate request, provide a copy of the client’s record or a report of his/her treatment.

There are some situations in which the therapist is legally obligated to take actions, which he or she believes is necessary to attempt to protect others from harm and we may have to reveal some information about a client’s treatment. These situations are unusual at the QCC. If such a situation arises, your therapist will make every effort to fully discuss it with you before taking any action and will limit disclosure to what is necessary.

* + If your therapist has reason to believe that a child or an incapacitated adult is neglected or abused, or he/she observes such an individual being subjected to conditions that are likely to result in abuse or neglect, the law requires that the situation be reported to the state Department of Human Services by the therapist. If the therapist believes the individual has suffered serious physical abuse or sexual abuse or sexual assault, the law requires that the therapist also report to the police. Once such a report is filed, the therapist may be required to provide additional information.
  + If the therapist believes a client presents a clear and **substantial danger of imminent injury to another,** he or she may be required to take protective actions. These actions may include notifying the potential victim, contacting the police, or seeking hospitalization for the client.
  + If the therapist believes a client presents a clear and **substantial danger of imminent injury to him/herself,** the therapist may be obligated to seek hospitalization for him/her, or to contact family members or others who can help provide protection.

While this written summary of exceptions to confidentiality should prove helpful in informing you about potential problems, it is important that you and your therapist discuss any questions or concerns that you may have now or in the future. The laws governing confidentiality can be quite complex, and your therapist is not an attorney. In situations where specific advice is required, formal legal advice may be needed.

**PROFESSIONAL RECORDS**

The laws and standards of our profession require that we keep Protected Health Information about you in your Clinical Record. Except in unusual circumstances that involve danger to yourself and/or others or when another individual (other than another health care provider) is referenced and we believe disclosing that information puts the other person at risk of substantial harm, 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 upsetting to untrained readers. For this reason, we recommend that you initially review them in the presence of your therapist, or have them forwarded to another mental health professional so you can discuss the contents. In most circumstances, we are allowed to charge a copying fee of $.10 per page. If we refuse your request for access to your records, you have a right of review, which we will discuss with you upon request.

In order to ensure the highest quality of care to you and for the training mission of the QCC, sessions may be audio taped, videotaped or observed by the supervising psychologist(s) and trainees on your therapist’s team. Tapes are protected in the same manner that your records are. They are kept in a locked cabinet and erased as soon as the supervisor and therapist have viewed them. However, some tapes, tests or information may be utilized for research purposes. Signing this agreement will indicate your consent to have your individual data presented anonymously at professional meetings or published in scientific journals. Any use of this information for research purposes must first be approved by the West Virginia University Institutional Review Board.

Protected Health Information is kept in your clinical record. Your clinical record includes information about your reasons for seeking therapy, a description of the ways in which your problem impacts on your life, your diagnosis, the goals that we set for treatment, your progress towards those goals, your medical and social history, your treatment history, any past treatment records that we receive from other providers, reports of any professional consultations, your billing records, and any reports that have been sent to anyone, including reports to your insurance carrier. Except in unusual circumstances that involve danger to yourself and others or when another individual (other than another health care provider) is referenced and we believe disclosing that information puts the other person at risk of substantial harm, you may examine and/or receive a copy of your Clinical Record, if you request it in writing.

**PATIENT RIGHTS**

HIPAA provides you with several new or expanded rights with regard to your Clinical Records and disclosures of protected health information. These rights include requesting that your therapist amend your record; requesting restrictions on what information from your Clinical Records is disclosed to others; requesting an accounting of most disclosures of protected health information that you have neither consented to nor authorized; determining the location to which protected information disclosures are sent; having any complaints you make about the policies and procedures recorded in your records; and the right to a paper copy of this Agreement, the attached Notice form, and the QCC privacy policies and procedures. Your therapist is happy to discuss any of these rights with you.

## MINORS & PARENTS

Parents have a legal right to all information related to their child’s therapy, if their child is still a minor. However maintaining a level of therapist-child confidentiality helps promote child trust, increases a child’s willingness to disclose information, and typically enhances the child’s progress in treatment. Thus, when a child is being seen in therapy, the therapist may request an agreement with the parent(s) to keep child-therapist communication confidential from the parent(s). If the therapist deems that disclosure of information to the parent(s) is in the best interest of the child and family, the therapist typically will discuss the matter with the child, if possible, and do his/her best to handle any objections the child may have. Ideally, the therapist will help the child disclose the information to the parent(s) in the therapy session. The therapist will also provide parent(s) with a summary of their child’s treatment when therapy is complete. In the event that a child is in danger of harming him/herself or someone else, the child’s parent(s) will be informed.

**COMPLAINT PROCEDURE**

You are encouraged to raise any issues of concern about the services you receive. You may ask for assistance in being referred to a different professional, fill out a client complaint form available from the graduate assistant, or you may speak with the clinic director, Dr. Christina Duncan at (304)293-1289.

# ACKNOWLEDGEMENT OF OFFICE POLICY AND INFORMED CONSENT

Your signature below indicates that you have read this agreement and agree to its terms and also serves as an acknowledgement that you have received the attached HIPAA notice form described above.

You are entitled to withhold your consent for any portion of this document. If you wish to omit a section from your consent, if you do not agree with any part of this form, please mark through those portions and write your initials beside those sections.

Signature of client date

Signature of client’s parent or guardian (if client is under 18 years of age) date