



**Community Mental Health Services
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PSYCHOTHERAPY SERVICES AGREEMENT

Welcome to West Chester University (WCU) Community Mental Health Services (Clinic). This agreement contains important information about 1) our professional services and special conditions related to being a training clinic, 2) summary information about the Health Insurance Portability and Accountability Act (HIPAA) and confidentiality, and 3) our clinic business practices. It is important that you read it carefully before our next session and ask any questions you might have when we meet again. You will be given a copy to take home. HIPAA requires that we provide you with a Notice of Privacy Practices (the Notice) for use and disclosure of Protected Health Information (PHI) for treatment, payment and health care operations. The Notice, which is attached to this agreement, explains HIPAA and its application to your PHI in greater detail. The law requires that we obtain your signature today acknowledging that we have provided you with this information. In addition, when you sign this document, it will represent an agreement between us; you may revoke this agreement in writing at any time. That revocation will be binding unless a) the clinic has already taken action in reliance on it, b) has legal obligations imposed on it by a court of jurisdiction, or c) if you have not satisfied financial obligations you have incurred.

PURPOSE AND MISSION

The WCU clinic is a training site associated with the WCU doctoral program in clinical psychology. Therapists are clinical psychology graduate students who are supervised by clinical staff and faculty. Your therapist will provide you with the name of his or her supervisor. All evaluation and therapy sessions are video recorded for the purposes of student training. The therapist, supervisor and small team of clinical graduate students may view the tapes and discuss your case as part of their training. All recordings will be deleted within 30 days. The only exception is if you otherwise grant permission to a faculty supervisor by a separate written consent.

In addition to training, we also have a service mission. The WCU clinic is dedicated to providing quality psychological services to the greater West Chester community at low cost. Unfortunately, we are not able to provide all services and may have a waiting list depending upon the availability of clinicians. If we cannot assist you, we will attempt to provide you with several referrals.

PSYCHOLOGICAL SERVICES

Psychotherapy is not easy to describe in a few general statements. Effective treatment depends upon a number of factors, including the establishment of a good therapist-client alliance. In an important respect, psychotherapy is dissimilar to visiting a physician in that it calls for more active effort on your part. For therapy to be most successful, you will have to work on the things we talk about both during the sessions and at home. Psychological treatment includes potential for some risk as well as benefits. Since therapy involves discussing unpleasant aspects of your life, you may experience uncomfortable feelings. On the other hand, psychological treatment has been known to produce many benefits such as a reduction in distress, solutions to specific problems, and better relationships. There can be no guarantees of what you will experience. The WCU clinic attempts to minimize risk by providing well-supervised and trained therapists and by conducting frequent evaluations of patient progress.

The first few sessions will involve an evaluation of your needs. By the end of this evaluation period, your therapist will be able to offer you an initial impression of your needs and a plan for what treatment might include, if you decide to continue with therapy. If psychotherapy is begun, sessions are usually scheduled weekly as 50-minute sessions (one appointment hour of 50 minutes duration), unless you and your therapist agree to a different length or frequency. If you ever have any questions about procedures, you should discuss them with your therapist.

CONTACTING US, EMERGENCY CARE AND CRISIS SITUATIONS

The WCU clinic hours are limited during the week, and may be shorter in the summer. Please refer to our website at www.wcupa.edu/CommunityMentalHealth for our current hours of operation. The clinic provides full time administrative phone coverage during working hours, but you may not be able to reach your therapist, as s/he may be in class or seeing other patients. Your therapist will make every effort to return your call as soon as possible. If you are difficult to reach, please provide us with times you might be available. If you cannot reach us and are having an emergency you should contact your physician or other community resources directly. We can provide you with a list of community resources upon request.

The WCU clinic is not able to provide emergency services or psychiatric medications. Individuals who, because of psychiatric difficulties, need substantial case management, on-going medication adjustments, and/or emergency clinician access, are generally not appropriate for a training clinic, but may be seen at the clinic when their situation is more stable.

Clients who are experiencing a crisis are encouraged to discuss this with their therapist as soon as possible so that a crisis plan can be developed. A crisis may be defined as a situation or period in which your usual coping resources are not adequate to manage your current situation. There are many examples of crisis situations, which may include: a client who is struggling with suicidal ideation; a teenager under distress who runs away from home; a client who experiences severe symptoms such as hallucinations or paranoia; or a client who relapses to uncontrolled alcohol/drug use with danger of overdose or serious harm.

Your therapist will work with you to establish a plan to restore normal functioning as soon as possible. In addition to coping skills and environmental changes, this may include consultation with your physician, or if necessary, a family member or significant other. If you are a student living in university housing, it may mean letting appropriate university officials know of your situation. The clinic may divulge your client status and the minimal treatment information necessary to protect you during a crisis period. The need for such action will be discussed with you beforehand if at all possible. This exception to normal confidentiality would remain in effect until the crisis is over or your care has been successfully transferred to another mental health provider or treatment program. This crisis policy requires you trust in our professional judgment to balance risks with your rights to confidentiality.

LIMITS TO CONFIDENTIALITY

The law protects the privacy of all communications between a patient and a psychologist. In most situations, we can only release information about your treatment to others if you sign a written Authorization. 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:

- Clinical information about your case may be shared fully within the WCU clinic by the students enrolled in clinic practicum and staff/faculty for educational and therapeutic purposes. If clinical staff present case information at professional conferences, the information will be disguised such that it is impossible to link the information to you or your family.
- We employ administrative staff who have access to some of your protected information for both clinical and administrative purposes, such as scheduling, billing and quality assurance. All staff members have been given training about protecting your privacy and have agreed not to release any information outside of the clinic.
- On occasion, the clinic may find it helpful to consult with another health or mental health professional. During such a consultation, every effort is made to avoid revealing the identity of the client. The other professional is legally bound to keep the information confidential. All consultations are noted in the client record.

- If a client seriously threatens to harm him/herself, we may be obligated to seek hospitalization for him/her, or to contact family members or others who can help provide protection.

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

- If you are involved in a court proceeding and a request is made for information concerning the professional services we provided to you, such information is protected by the psychologist-patient privilege law. We cannot provide any information without your 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 us 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 clinic, we may disclose relevant information regarding that client as part of our defense.
- If we are treating a client who files a worker's compensation claim, we may, upon appropriate request, be required to provide otherwise confidential information to the employer.

There are some situations in which we are legally obligated to take actions to protect others from harm and which may require us to reveal some information about a your treatment:

- If we have reason to believe that a child is the victim of abuse or neglect, the law requires that we file a report with the Pennsylvania Department of Child Welfare (i.e. ChildLine). Once such a report is filed, we may be required to provide additional information.
- If we have reason to believe that an elderly person or other adult is in need of protective services (regarding abuse, neglect, exploitation or abandonment), we are required to report this to the Pennsylvania Department of Aging. Once such a report is filed, we may be required to provide additional information.
- If we believe that a client presents a specific and immediate threat of serious bodily injury regarding a specifically identified or a reasonably identifiable victim and he/she is likely to carry out the threat or intent, we are required to take protective actions, such as warning the potential victim, contacting the police, or initiating proceedings for hospitalization

If such a situation arises, we will make every effort to fully discuss it with you before taking any action and we will limit disclosure to what is necessary.

While 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 that you may have now or in the future. The laws governing confidentiality can be quite complex. 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 (PHI) about you in your Clinical Record for six (6) years. Except in unusual circumstances that involve danger to yourself and/or others or where information has been supplied to us confidentially by others, or the record makes reference to another person (unless such other person is a health care provider) and we believe that access is reasonably likely to cause substantial harm to such other person, 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 with 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 fee to cover any expenses incurred providing this information. If we refuse your request for access to your records, you have a right of review (except for information that has been supplied to us confidentially by others), which your therapist will discuss with you upon request.

PATIENT RIGHTS

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

MINORS & PARENTS

Patients under 18 years of age who are not emancipated and their parents should be aware that the law may allow parents to examine their child's treatment records. Because privacy in psychotherapy is often crucial to successful progress, particularly with teenagers, we may request an agreement from parents that they consent to give up access to their child's records. If they agree, during treatment we will provide them with only general information about the progress of the child's treatment, and his/her attendance at scheduled sessions. We will also provide parents with a summary of their child's treatment when it is complete. Any other communication will require the child's Authorization, unless we feel that the child is in danger or is a danger to someone else, in

which case, we will notify the parents of our concern. Before giving parents any information, we will discuss the matter with the child, if possible, and do our best to handle any objections he/she may have.

RESEARCH

The psychology clinic also serves as a site for clinical research conducted by doctoral students and faculty. Patients may be approached for participation in research studies that have received prior approval from the West Chester University Institutional Review Board. Prior to any research participation, a separate informed consent fully explaining the study must be provided, and you can choose either to participate or not to participate. You will never be penalized for choosing not to participate in research (i.e., services to which you are ordinarily entitled will not be withheld if you choose not to participate in any research study).

BILLING AND PAYMENTS

You will be expected to pay for each session at the time it is held. Payment schedules for other professional services will be agreed to when they are requested. **Once an appointment hour is scheduled, you will be expected to provide 24 hours advance notice of cancellation to avoid the \$10.00 late cancellation charge.**

If your account has not been paid for more than 60 days and arrangements for payment have not been agreed upon, we have the option of using legal means to secure payment. This may involve hiring a collection agency or going through small claims court, which will require us to disclose otherwise confidential information. In most collection situations, the only information we release regarding a patient's treatment is his/her name, the nature of services provided, and the amount due. If such legal action is necessary, its costs will be included in the claim.

The clinic is considered an out of network provider for all insurance policies. If you wish to apply for payment under a health insurance policy, the clinic will provide you with a claim form that you can send to your insurance company for reimbursement. It is very important that you understand what your insurance covers and does not cover. Sometimes prior authorization is required for mental health services or the services are limited to a specific number of sessions. If necessary, call your plan administrator to have your questions answered. Ultimately, you (not your insurance company) are responsible for full payment of the clinic fees.

You should also be aware that health insurance companies require that the clinic provide them information relevant to the services provided. This includes a diagnosis, the treatment plan, and often clinical summaries. The clinic will make every effort to release only the minimum information about you that is necessary for the purpose of reimbursement.

SUMMARY OF PATIENT RESPONSIBILITIES

As a patient of the WCU Community Mental Health Services, you agree to:

- 1) Keep regular appointments and actively participate in treatment.
- 2) Attempt any therapeutic assignments you agree to perform.
- 3) Make a commitment to living and using clinic and community resources to solve difficulties. You agree to disclose to your therapist whenever you feel in crisis and/or suicidal, to work with your therapist to come up with a crisis plan, and to give the clinic discretion regarding needed disclosures in a crisis situation.
- 4) Never come to the clinic under the influence of alcohol or other drugs. If you appear intoxicated your therapist will ask you to refrain from driving yourself. Failure to do so will require a DUI report.
- 5) Never bring a weapon of any sort to the clinic or on campus.
- 6) Ask your therapist questions right away if you are uncertain about your evaluation, therapeutic process or any clinic policy.
- 7) Pay agreed upon evaluation and treatment fees or make arrangements to do so.

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

These matters have been explained to me and I fully and freely give consent to receive clinic evaluation and/or treatment services.

Name of Client(s) Please Print

Signature of Client(s) and/or Minor Child

Date

Signature of Legal Representative of Minor Child

Date

Signature of Clinician

Date

Name of Clinician's Supervisor

Signature of Supervisor

Date