

## **AGREEMENT TO RECEIVE SERVICES AT THE CLINICAL PSYCHOLOGY CENTER**

Overview. This Agreement contains information about the professional services available from the Clinical Psychology Center (“CPC”), and it briefly discusses our confidentiality policy. Your therapist will review the Agreement with you today and will also give you a copy of a document (Notice of Policies and Practices utilized by the Clinical Psychology Center to Protect the Privacy of Your Health Information, hereinafter referred to as “the Notice”), which explains at some length our policy regarding the privacy of your records. The policy described in the Notice is intended to be consistent with the Health Insurance Portability and Accountability Act (“HIPAA”), a federal law that provides new privacy protections and client rights with regard to the use and disclosure of your Protected Health Information for the purpose of treatment, payment, and health care operations. While the CPC is not legally obligated to follow HIPAA regulations, we aspire to do so, because we believe this will improve the quality of the care you receive in the CPC. You should go over the Agreement today with your therapist, and after the therapist has answered any questions you may have about it, you will need to sign the Agreement before services can be provided in the CPC. You can take the Notice home with you, and if, after reading it, you have questions about it, you can ask your therapist at another time. However, your signature on this Agreement verifies that we have given you a copy of the Notice.

Although we need to have you sign the Agreement today, you may revoke it at any time in writing. That revocation will be binding on the CPC, except if the CPC has taken action in reliance on it, or if you have not satisfied any financial obligations you have incurred as a result of your treatment in the CPC.

Services provided by the CPC. The CPC is an outpatient psychological facility staffed by graduate students of the Clinical Psychology Program at the University of Pittsburgh. The CPC provides treatment for a variety of emotional, behavior, and interpersonal problems. The CPC serves as a training center for doctoral students. As part of their training, students are required to videotape their therapy sessions. Such recording is for training purposes only. Tapes may be reviewed by program faculty and by graduate student therapists for purposes of training and supervision. Faculty and student therapists may also discuss your treatment for purposes of training and supervision.

In addition to these psychotherapy services, the CPC also makes available to clients the services of a consulting medical doctor who evaluates clients and may recommend the use of certain medications. However, medication management services are only available to clients who are currently in active psychotherapy in the CPC.

Risks and benefits. Unlike treatment for some kinds of medical problems, psychotherapy calls for a very active effort on your part. In order for therapy to be successful, you will have to work on what you discuss with your therapist, both during the session and at home. Psychotherapy has both risks and benefits. Since therapy often involves discussing unpleasant aspects of your life, you may experience some 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. However, there are no guarantees about what you will experience.

If you and the CPC medical doctor decide that you would like to try some medication to help you feel better, the doctor will review the risks and benefits of such medication with you.

If at any point in the course of your treatment you have questions about the techniques being used to help you, you should discuss your concerns with your therapist. If your doubts persist, your therapist will be happy to help in setting up a meeting with another mental health professional for a second opinion.

## Agreement to Receive Services at the Clinical Psychology Center (p. 2)

Evaluation. During your first several appointments, the evaluating clinician will discuss your problem with you and will obtain relevant background information. Some psychological tests may also be administered. At the end of this evaluation period, the clinician will talk with you about how the CPC is best able to help you. If the CPC is unable to provide the type of services that you need, the clinician will work with you to find whatever services or assistance you may need.

Fees and scheduling. Fees are based on a sliding scale, according to income, and are set for 50-minute sessions. Proof of financial status is required upon initiation of treatment and periodically thereafter. However, all clients are charged twice the amount of their regular session fee (not to exceed \$40) for the initial session.

Your appointment time is reserved for you. We expect that you will notify us if you must cancel an appointment or will arrive late. *You will be expected to pay for all sessions which you do not cancel at least 24 hours in advance.* Please note that the CPC follows the University's academic calendar and is closed for a total of about ten weeks during annual university breaks. These breaks occur in early January, early March, late April, late August, and at Thanksgiving and Christmas. Emergency coverage is not available during these times, nor is it available at night or on the weekend. If an emergency arises at a time when CPC staff are not available, you should contact the emergency department at Western Psychiatric Institute and Clinic, at 412-624-2000.

Limits of confidentiality. All therapy sessions and any written, audio, or video records from therapy session are strictly confidential. Information obtained during therapy will not be disclosed to any outside persons or agencies without your written consent, except where required by law. No information is released to family members, or other health practitioners without your written consent. Certain kinds of information may be released to your employer without your consent *only* if you are receiving workers' compensation payments for a condition being treated at the CPC. Further, in certain circumstances current students at the University of Pittsburgh may have decreased confidentiality protections, as described in the next section. Detailed information about our confidentiality policy can be found in the Notice, of which you have been given a copy. In most situations, the CPC will only release information about your treatment to others if you sign a written Authorization form that conforms with the requirements of HIPAA. There are, however, several situations that require only that you provide written, advance consent. Your signature on this Agreement provides consent for those activities, as follows:

- The CPC may use or disclose your protected health care information for treatment, payment, and health care operations.
- More particularly, session videotapes may be reviewed by program faculty and by graduate student therapists for purposes of training and supervision. Faculty and student therapists may also discuss your treatment for purposes of training and supervision.
- Further, CPC staff occasionally find it helpful to consult other health and mental health professionals about a case. During a consultation, CPC personnel will make every effort to avoid revealing your identity. The other professionals are also legally bound to keep this information confidential. If you don't object, your therapist will not tell you about these consultations unless he/she feels it is important to your treatment in the CPC.
- You should be aware that there are a number of therapists working in the CPC, and there are some administrative staff. In almost all cases, at least some of your protected information must be shared with these individuals for both clinical and administrative purposes, such as scheduling, billing, and

## Agreement to Receive Services at the Clinical Psychology Center (p. 3)

quality assurance. All of the students and professional staff are bound by the same rules of confidentiality. All nonprofessional staff members have been given training about protecting your privacy and have agreed not to release any information outside the CPC without the permission of a professional staff member.

- If clients seriously threaten to harm themselves, CPC staff may be obligated to seek hospitalization for these clients or to contact family members or others who can provide protection.

Additionally, there are several other extremely rare circumstances in which information may be disclosed to others without your authorization. These include situations involving child abuse and neglect, the abuse of older adults, very serious threats to the health or safety of others, certain legal proceedings, and the like. If you wish, CPC staff will review these exceptions with you in more detail. Please note that given the goals of this clinic and training status of therapists, your graduate student therapist will not provide testimony as part of legal proceedings, including child custody proceedings.

Limitations on confidentiality for students at the University of Pittsburgh. If you are currently a student at the University of Pittsburgh, you should be aware that under certain circumstances you may have fewer confidentiality protections than other clients, consistent with requirements of the Family Educational Rights and Privacy Act (“FERPA”). If the CPC records of a current Pitt student are used for purposes other than treatment, from that time on the decreased confidentiality protections of FERPA will apply. Under FERPA, university officials are sometimes permitted to inspect students’ records, and a student’s CPC records may even be inspected by family members, such as parents. *However, FERPA does not apply to CPC records that are used only for purposes of treatment.* Therefore, current students at the University of Pittsburgh will not be asked to participate in research projects within the CPC. Further, you are urged not to inspect your own records, nor should you release your records to anyone not directly involved in your treatment, since this would make those records subject to decreased confidentiality protections under FERPA. If CPC staff become aware that your records have been converted under FERPA, we will inform you.

Client rights. Consistent with HIPAA regulations, the CPC provides you with several new or expanded rights with regard to your Clinical Record and disclosures of protected health information. These rights include requesting that the CPC amend your record; requesting restrictions on what information from your Clinical Record 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 CPC policies recorded in your records; and the right to a paper copy of this Agreement, the attached Notice, and the CPC privacy policies and procedures. CPC staff will be happy to discuss any of these rights with you.

Minors and parents. Clients who are under the age of 18 and not emancipated, together with their parents, should be aware that the law may allow parents to examine their children’s treatment records. Because privacy in psychotherapy is often crucial to successful progress, particularly with teenagers, it is sometimes the policy of the CPC to request an agreement from parents that they consent to give up their access to their child’s records. If they agree, during treatment the child’s therapist will provide parents only with general information about the progress of the child’s treatment and his/her attendance at scheduled sessions. The therapist 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 in the opinion of CPC staff the child is in danger or represents a danger to someone else. In that case, CPC staff will notify parents about the matter. However, before giving parents any information, CPC staff will discuss the matter with the child, if possible, and will do its best to handle any objections the child may have.

Agreement to Receive Services at the Clinical Psychology Center (p. 4)

Consent. I have read this Agreement and have been given the opportunity to ask questions about any of the information contained in it. I have no further questions about the Agreement at present, and I agree to abide by its terms. I have also been given a copy of the HIPAA Notice, described above. I authorize the CPC to provide psychological and medical services to me, which may include evaluation, psychological testing, individual psychotherapy, marital or family psychotherapy, group psychotherapy, and/or medication management. I specifically agree to permit the CPC to record my sessions, under the policies stated above.

\_\_\_\_\_  
*Print client's full name*

\_\_\_\_\_  
*Witness*

\_\_\_\_\_  
*Signature of client or personal representative*

\_\_\_\_\_  
*Date*

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