

GENERAL POLICIES AND PROCEDURES FOR eTHERAPY

And

PATIENT'S INFORMED CONSENT

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This document's intent is to introduce you to the general policies, procedures, and conditions for obtaining psychological services from Dr. Midkiff, and obtain your informed consent for the provision of and conditions under which such services are provided.

1. **Practice Location, and Professional Responsibility/Liability**: Dr. Midkiff practices psychology in the physical location (Huntington, WV) as a completely independent practitioner. You agree that our eTherapy exchange, including email-based consultation and inter-relay-chat (IRC) therapy occurs in the state of West Virginia, (USA) and is governed by the laws of that state. You agree that you are a resident of West Virginia using the internet to visit Dr. Midkiff in her West Virginia office, where you will meet with her to do your work. Dr. Midkiff has her own patient load, skills, fees, schedules, billing procedures, etc., according to her patient's and her needs, as do the other practitioners at this location. As independent practitioners, each professional at this location is responsible for his/her own practice and the liability of her/his actions, but are not responsible, nor liable, for the professional conduct (acts of omissions) of other practitioners.

2. **Limits of Confidentiality**: Information obtained during the provision of psychological services remains confidential in accordance with the American Psychological Association (APA) ethics and West Virginia state law. APA ethics and West Virginia state law require exception to confidentiality in the following circumstances:

(a) When a patient is believed to be a danger to himself or herself.

(b) When a patient is believed to be a danger to someone else.

(c) When a minor is believed to be experiencing physical and/or sexual abuse, a report must be made to the Department of Health and Human Resources.

3. **Consultation and Supervision**: In order to provide the best possible services, supervision and/or consultation, which provides for professional accountability and growth, is obtained on a regular basis. All information communicated to another mental health practitioner is covered by the same laws regarding confidentiality that govern Dr. Midkiff.

4. **Initial Interview, Assessment, and Possible Referral**: This first appointment is an assessment interview in which your needs and expectations are discussed and a determination is made as to what services would be most beneficial to you. On occasion, this may require more than one interview. If the services provided by Dr. Midkiff will not meet your needs, she will refer you to a more appropriate resource. Full payment is expected prior to the time of this service.

5. **Appointments and Scheduling**: Daytime as well as some evening appointments is available, according to the patients' needs and Dr. Midkiff's time. Appointment times are scheduled directly with Dr. Midkiff.

6. **Fees and Payment for Therapy or Assessment**: You, the patient are financially responsible for the total cost of services rendered. Full payment is expected prior to the time services are rendered, unless prior

arrangements have been made with Dr. Midkiff. Her fees for eTherapy are \$30 per 45 minutes for the first session (the diagnostic interview) and for psychotherapy sessions thereafter. In the case of email-based consultation, her rates are \$20 per half-hour of service. Billable time for email-based consultation includes reading and responding to client emails. Please refer to Payments for additional package offers.

7. **Missed Appointments:** You are encouraged to notify Dr. Midkiff (at 304-544-3457 or drmidkiff@calmwaterspsychologicalservices.com) as early as possible when you need to cancel/reschedule an appointment. Your appointment time is reserved exclusively for you. In the case of eTherapy, payment is expected 24-hours prior to your appointment. If payment is not received at least 24 hours prior to your appointment, the appointment will be cancelled and the time-slot will be rescheduled for another client. Cancellation of appointments occurring with at least 24 hours of notice will receive a refund of their payment within two weeks of the cancellation, less expenses incurred for the refund (e.g., credit card refund charges, postage, etc.). Clients who fail to attend their appointments without notifying Dr. Midkiff, or Clients who cancel or reschedule their appointment with less than 24 hours of notice to Dr. Midkiff, will forfeit their payment for that session. It is highly recommended that all cancellations be made via telephone or e-mail. If you choose to use email to cancel an appointment, be sure to check that you would like to receive a delivery receipt when the email has been read by Dr. Midkiff. This suggestion is for your protection. In the case of email-based consultation, services will begin within 24 hours of receipt of your payment.

8. **Non-Emergency and Emergency Phone Contact:** To reach Dr. Midkiff, you may phone her directly at 304-544-3457. If she is unavailable, you may leave a confidential message on her voice mail at the above listed number. She will make every attempt to return your call either the same day or at least by the next business day. If you are experiencing a crisis (i.e., life-threatening scenario/emergency) and must reach help right away, please call 911 or your West Virginia Mental Health Provider at:

http://www.healthcarehiring.com/mental_health_west_virginia.php.

9. **Release of Information and Records:** There are times when patients, or their legal guardians, request that Dr. Midkiff obtain patient information from and/or share patient information with other professionals (e.g., primary care physician, other health care professionals, insurance company). A patient's, or his/her legal guardian's, written permission must be obtained prior to the sharing of any patient information (with the exceptions that are noted under #2, #3, and #6). If you would like for Dr. Midkiff to obtain from and/or share patient information with such professionals, you will need to complete the attached *Authorization for Release of Information and Records* for **each** professional/agency that you wish for her to contact.

10. **Limitations:** It is important to realize that online eTherapy is intended to provide quality information, practical answers to psychological issues, and online therapy for present problems. This services is not intended to provide in-depth psychotherapy as this particular venue is not entirely suited for such purposes.

- **When should I see traditional mental health treatment rather than internet therapy?**
- **If you are having thoughts of harming yourself (e.g. suicidal thoughts) or harming someone else (e.g. violent thoughts toward others), or psychotic symptoms. Please call 911 or 1-800 SUICIDE, which is the National Suicide Hotline.**
- **If you are in an abusive or violent relationship.**
- **If you have been seriously depressed.**
- **If you have a serious substance abuse dependence.**
- **If you are a minor (under 18 years old).**

11. **Technology & Privacy:**

At the present time total security with online communication is not absolute in any medium and therefore needs to be at the clients own risk. However, the chances of someone having the expertise or the interest to hack into conversations are rather rare. The Provider does employ security consistent with standard ecommerce transactions. It is recommended that the User obtain their own private firewall for it will strengthen User privacy.

All information voluntarily submitted to this web site will be kept confidential. User information will not be sold, rented, or given to anyone.

12. **Termination of Services**

Termination of services can be completed at will by the online client. Termination of services by the online therapist will be given in written format and the online client will be refunded any monies owed to them. If at termination continued mental health services are warranted you will be given referrals to other mental health providers in your area.

13. **Pricing:** Prices are subject to change. Established Users will be given 30 days notice in advance of price change. All prepaid services will be honored.

14. **Potential benefits of online eTherapy:** The User should be informed of the potential benefits of receiving mental health services online. The potential benefits of eMail may include: (1) being able to send and receive messages at any time of day or night; (2) never having to leave messages with intermediaries; (3) avoiding not only intermediaries but also voice mail and “telephone tag”; (4) being able to take as long as one wants to compose, and having the opportunity to reflect upon, the User’s messages; (5) automatically having a record of communications to refer to later; (6) cost is less than traditional therapy; and (6) feeling less inhibited than in person. The potential benefits of eChat may include: (1) convenient scheduling; (2) comfort of own private space; and (3) feeling less inhibited than in person.

15. **Potential risks of online eTherapy:** The User should be informed of the potential risks of receiving mental health services online. The potential risks of eMail may include: (1) messages not being received and (2) confidentiality being breached. Emails could fail to be received if they are sent to the wrong address (which might also breach confidentiality) or if they just are not noticed by the counselor. Confidentiality could be breached in transit by hackers or Internet service providers or at either end by others with access to the email account or the computer. Extra safeguards should be considered when the computer is shared by User family members, students, library patrons, etc. **NOTE: Calm Waters computer center is accessed only by Dr. Donna M. Midkiff.**

16. **Notice of Privacy Practices**

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. My practice is dedicated to maintaining the privacy of your personal health information. I am required also by law to do this. These laws are complicated, but I must provide you with important information. This pamphlet is a shorter version of the full, legally required Notice of Privacy Practices (NPP), which will be provided to you on request. Please

refer to the NPP for more information. However, we cannot cover all possible situations, so please talk with me about any questions or problems. I will use the information about your health that I get from you or from others, mainly to provide you with treatment, to arrange payment for my services or for some other business activities, which are called in the law, health care operations. After you have read this NPP, I will ask you to sign a consent form to let me use and share your information. If you do not consent and sign this form, I cannot treat you. If you or I want to use or disclose (send, share, release) your information for any other purpose, I will discuss this with you and ask you to sign an authorization to allow this. Of course I will keep you health information private, but there are some times when the laws require me to use or share it,

such as the following:

1. When there is a serious threat to your health and/or safety, or the health and/or safety of another individual and/or the public. I will only share information with a person or organization that is able to help prevent or reduce the threat.
2. Some lawsuits and legal or court proceedings.
3. If a law enforcement official legally requires me to do so.
4. For workers compensation and similar benefit programs.

17. Your Rights Regarding Your Health Information

You can ask me to communicate with you about your health and related issues in a particular way or at a certain place. For example, you can ask me to call you at home, and not a work, to schedule or cancel an appointment. I will try my best to do as you ask.

You have the right to ask me to limit what I tell certain individuals involved in your care, or in the payment of your care, such as family members and friends. While I do not have to agree to your request, if I do agree, I will keep our agreement except if it is against the law, or in an emergency, or when the information is necessary to treat you.

You have the right to a copy of this notice. Changes in the NPP will be sent to you in a timely fashion.

You have the right to file a complaint if you believe your privacy rights have been violated. You can file a complaint with me and with the Secretary of the Department of Health and Human Services. All complaints must be in writing. Filing a complaint will not change the health care I provide to you in anyway. If you have any questions regarding this notice or my health information privacy policies, please let me know. I can be reached by phone at 304-544-3457 or by e-mail drmidkiff@calmwaterspsychologicalservices.com

The effective date of this notice is July 7, 2006.

18. Consent to Use and Disclose your Health Information

When I examine, test, diagnose, treat, or refer you, I will be collecting what the law calls Protected Healthcare Information (PHI) about you. I need to use this information to determine what treatment is best for you, and to provide any treatment for you. I may also share this information with others who provide treatment to you or need it to arrange payment for you treatment of for other business or government functions.

By signing this form, you are agreeing to let me use your information here and send it to others. The Notice of Privacy Practices (NPP) explains in more detail your rights and how we can use and share your information. Please read this before you sign this

Consent Form. If you do not sign this consent form agreeing to what is in our NPP, I cannot treat you. In the future, I may change how I use and share your information, and so may change my NPP. If I do change my NPP, you will receive notification in a timely manner. If you are concerned about some of your information, you have the right to ask me to not use or share some of your information for treatment, payment, or administrative purposes. You will have to tell me what you want in writing. Although I will try to respect your wishes, I am not required to agree to these limitations. However, if I do agree, I promise to do as you asked. After you have signed this consent, you have the right to revoke it (by writing a letter to me telling me that you no longer consent) and I will comply with your wishes about using or sharing your information from that time on, but may already have used or shared some of your information and cannot change that.

19. **AUTHORIZATION FOR RELEASE OF INFORMATION AND RECORDS**

I have been informed that under West Virginia state law, communication between a patient and his/her psychologist are privileged and may not be disclosed by the psychologist unless the patient consents. I also have been informed that patient records maintained by a psychologist may not be disclosed to third parties except with the patient's consent or through legal process. You may authorize a release of information and records. To do so, please contact drmidkiff@calmwaterspsychologicalservices.com for additional information and required completion of forms.

INFORMED CONSENT (ADULT PATIENTS)

I, (print patient's name), have read and understand the attached information, and accept the conditions for receiving services from Dr. Midkiff.

Signature

Date: mm/dd/yyyy

Initials

By checking the box, I agree that the signature and initials I have selected above will be the electronic representation of my signature and initials for all purposes when I use them on documents, including legally binding contracts - just the same as a pen-and-paper signature or initials.