

Heidi Hutchins, LMFT  
Marriage and Family Therapy  
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Psychotherapist-Patient Services Agreement

This document contains important information regarding my therapy services, practices, and confidentiality policies. This includes information on the Health Insurance Portability and Accountability Act (HIPAA), which is a federal law that provides protection over identifiable patient health information. I have included key elements regarding your rights as a client under this law as well as a summary of when your information may be disclosed. If you have further questions about this, please feel free to discuss them with me at any time. You are also welcome to find further information online; one useful website for this is: <<http://www.hhs.gov/ocr/privacy/>>. By signing this agreement, you will be acknowledging receipt of this information as well as representing an agreement between us. You can revoke this agreement in writing at any time. That revocation will be binding on me unless I have taken action in reliance on it; if there are obligations imposed on me 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.

### **Psychotherapy Services**

Psychotherapy is a broad term, and describes a process that varies depending on the clients and therapist involved. There are many different techniques and methods I may use depending on your needs and goals. Therapy is an active process on your part as well; it will not be helpful for you if you do not take action both in and outside of sessions.

Psychotherapy can have both benefits and risks. At times we will discuss some difficult aspects of your life, which can lead to feeling uncomfortable emotions such as sadness, anxiety, guilt, anger, loneliness, hurt, or helplessness. Therapy is a process, and my job is to facilitate that process in a way that will help you. Therapy has also been shown to have many benefits. These benefits can include improved relationships, solutions to specific problems, and significant reductions in feelings of distress - such as depression or anxiety. There are no guarantees for what you will experience; please feel free to discuss any concerns you may have with me regarding your experience at any time.

There are three primary stages in therapy. In the first stage, I will be gathering information as I get to know you and we identify a plan for your treatment. This assessment phase can vary in length, though it typically takes at least 3-4 sessions. The second stage varies the most in length. This is the stage where most of the work of therapy is done and we will be addressing each of your goals. I will continue gathering information throughout treatment, but the focus here will be more on change and exploring areas of your life to make progress. The final stage of therapy, the termination phase, is where we make preparations for you to complete your therapy. At this point, you should feel successful in reaching your goals satisfactorily. While it is often both exciting and difficult to contemplate completing therapy, we will take this in steps to help you continue your success outside of therapy. We will review the therapy process and identify ways for you to continue progressing upon completion. Many clients find it

difficult to complete this phase; I recommend to my clients to both be honest with yourself and me in how you are feeling regarding the end of treatment, as well as to give yourself the time to process the end of treatment carefully. This phase may only take a couple sessions, or it may be useful to stretch out the time and sessions to help you adjust.

I received my Masters in Marriage and Family Therapy from the University of Rochester's School of Medicine and Dentistry. I am licensed to independently practice marriage and family therapy in the State of New York by the NYS Department of Professions. You can verify this online by going to <<http://www.op.nysed.gov/opsearches.htm>> and searching for my name and profession (Licensed Marriage and Family Therapist). For more information on the Profession of Marriage and Family Therapy, please visit <[www.aamft.org](http://www.aamft.org)>.

### **Home-Based Therapy**

Due to the nature of home-based therapy, it is important for you to understand that the time we schedule needs to be set aside in the same manner it would be if you were to receive therapy in an office. Please minimize distractions (tv, phone calls, people coming and going, etc.) and plan your personal duties and routines around our appointments.

### **Professional Fees**

My hourly fee for therapy sessions is \$80. We will discuss this further with the payment agreement. In addition to therapy sessions, I charge for other professional services related to your therapy. These include, but are not limited to, extended phone calls (longer than 10 minutes), outside paperwork or letters you may request of me, or similar activities. This also includes any legal proceedings you are or become involved in that require my participation. You are responsible for these fees even if I am called to participate by another party. If you have concerns about this, please consult with me as well as your attorney. You can find a more specific breakdown of my fees on my website.

### **Contacting Me**

Due to the nature of my work and work schedule, I am often not immediately available by telephone. When I am unavailable, please leave me a voice mail, and I will do my best to return your phone call within the same business day. If you are difficult to reach, please leave some options of the best times to reach you. If it is an emergency, please call local emergency services, such as Mobile Crisis at (585) 275-5151 or 911. Other options include calling your primary care physician or a nearby emergency room and asking for an on-call psychologist or psychiatrist.

### **Limits of Confidentiality**

The law protects the privacy of all communications between a therapist and patient. It protects any information that links back to you (identifiable patient information). In most situations, I can only

release information about your treatment to others if you sign a written authorization for me to do so. There are some exceptions to this, which you will agree to by signing this document. These include:

- I may occasionally find it helpful to consult with other health and mental health professionals about a case. I also find it useful to have a clinical supervisor whom I consult with on a regular basis. The purpose of this is to improve the services that I am giving you. With the possible exception of my clinical supervisor, I will make every effort to not disclose any information that may be traceable (identifiable) to you. If you don't object, I will not tell you about these consultations. I will also note specific consultations in your clinical record.
- If a client threatens to harm himself/herself, I may be obligated to seek hospitalization for him/her, or to contact family members or others who can help provide protections.

There are some situations where I am 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 regarding the professional services that I have provided to you, such information is protected by the psychotherapist-patient privilege law. I cannot provide any information without your consent or a court order. If you are involved or contemplating litigation, you should consult with your attorney to determine whether a court would be likely to order me to disclose information.
- If a government agency is requesting the information for health oversight activities, I may be required to provide it for them.
- If a patient files a complaint or lawsuit against me, I may disclose relevant information regarding that patient in order to defend myself.
- If I am providing treatment for conditions directly related to a worker's compensation claim, I may have to submit such records, upon appropriate requests, to the Chairperson of the Worker's Compensation Board on such forms and at such times as the chairperson may require.

There are some situations in which I am legally obligated to take actions, which I believe are necessary to protect others from harm, and I may have to reveal some information about a patient's treatment. These situations include:

- If I receive information in my professional capacity that gives me reasonable cause to suspect that a child is an abused or neglected child, the law requires me to report to the appropriate governmental agency, usually the statewide central registrar of child abuse and maltreatment and/or the local child protective services office. Once such a report is filed, I may be required to provide additional information.

- If a patient communicated an immediate threat of serious physical harm to an identifiable victim, I may be required to take protective actions. These actions may include notifying the potential victim, contacting the police, or seeking hospitalization for the patient.
- If one of these situations arises, I will make every effort to fully discuss it with you before taking any action, and I will limit my disclosure to what is necessary.

While this written summary of exceptions to confidentiality should provide helpful information to you about potential problems, it is important that we discuss any concerns or questions you have now or in the future. The laws regarding patient confidentiality are quite complex, and I am not an attorney; in situations where specific advice is required, formal legal advice may be needed.

### **Professional Records**

The law and standards of my profession require that I keep Protected Health Information about you in your clinical record. As the confidentiality of our therapy sessions is of the utmost importance, these records (electronic and printed) are stored in a locked filing cabinet for your protection. Except in unusual circumstances where there is a danger to yourself or others, or where information has been provided to me confidentially by others, you may examine and/or receive a copy of your clinical record, if you request it in writing. Copies are subject to my copy fee (\$.25/page), and I require at least a one-week notice to fill this request. As these are clinical records, they can be misinterpreted and/or upsetting to untrained readers. For this reason, I recommend that you initially review them with me, or have them forwarded to another mental health professional so you can discuss the contents. If I refuse your request for access to your records, you have a right to a review, which I will discuss with you upon request.

### **Patient Rights**

HIPAA provides you with several rights regarding your clinical record and disclosures of protected health information. These rights require written request on your part, and include requesting that I amend your record; requesting restrictions on what information from your clinical record is disclosed to others; determining the location to which protected information disclosures are sent; having any complaints you make about my policies and procedures recorded in your records; the right to a paper copy of this agreement including the notice of my falling under the HIPAA laws, and my privacy policies and procedures; among others; and the right to submit a complaint to myself, HHS (related to HIPAA complaints), or to through the NY State Office of Professions at <http://www.op.nysed.gov/opd/complain.htm> . I am happy to discuss these rights, as well as any concerns or complaints, with you at any time.

### **Minors and Parents**

Patients under the age of 18 who are not emancipated and their parents should be aware that the law may allow parents to examine their child's treatment records. Even where parental consent has been given, children over age 12 may have the right to control access to their treatment records. While privacy in psychotherapy is very important, particularly with teenagers, parental involvement is also essential to

successful treatment. For most children age 12 and over, your signature below represents an agreement between my patient and his/her parents allowing me to share general information about the progress of the child's treatment, including treatment plans, and his/her attendance at scheduled sessions. I will also provide parents with a summary of their child's treatment when it is complete. Any other communication will require the child's consent, unless I feel that the child is in danger or is a danger to someone else, in which case I will notify the parents of my concern. Before giving parents any information, I will discuss the matter with the child, if possible, and do my best to handle any objections or concerns he or she may have. In cases where the child is under the age of 12, how open the therapy is will be discussed more thoroughly to meet the needs of the child. It is also important that you are aware that if the parents of a client under 18 are no longer together, both parents may have the right to review the client's records. Please discuss any concerns you have about this with me.

### **Billing and Payments**

You will be expected to pay for each session at the time it is held, unless we agree otherwise. Payment for other professional services is due at the next session or on an otherwise agreed upon payment schedule. In circumstances of unusual financial hardship, I may be willing to negotiate a fee adjustment or payment installment plan. Please discuss this with me if you feel you are in need of this.

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

### **Insurance/Reimbursement**

In order for us to set realistic treatment goals and priorities, it is important to evaluate what resources you have available to pay for your treatment. I do not accept insurance payment at this time. This means that you are fully responsible for payment of my fees at the time of service. Please discuss any questions or concerns you have regarding fees with me, either now or as they arise.

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YOUR SIGNATURE BELOW INDICATES THAT YOU HAVE RECEIVED A COPY OF THE 5-PAGE PSYCHOTHERAPIST-PATIENT SERVICES AGREEMENT AND AGREE TO ITS TERMS:

Signature/Printed: \_\_\_\_\_

Date: \_\_\_\_\_

Signature/Printed: \_\_\_\_\_

Date: \_\_\_\_\_

Signature/Printed: \_\_\_\_\_

Date: \_\_\_\_\_

Signature/Printed: \_\_\_\_\_

Date: \_\_\_\_\_

Witness: \_\_\_\_\_

Date: \_\_\_\_\_

*If you have any comments, questions, concerns, or suggestions regarding any aspect of my service, please feel free to discuss them with me.*