



VICKI J. HUTMAN, NCC, LPC
PSYCHOTHERAPIST-CLIENT SERVICES AGREEMENT

Welcome to my practice and congratulations in taking a powerful step towards maximizing your strengths and increasing your success and satisfaction in all that you do.

This document (the Agreement) contains important information about my 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 I provide you with a Notice of Privacy Practices (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 I obtain your signature acknowledging that I have provided you with this information at the end of this session.

Although these documents are long and sometimes complex, it is very important that you read them carefully before our next session. We can discuss any questions you have about the procedures at that time. When you sign this document, it will also represent an agreement between us. You may revoke this Agreement in writing at any time. That revocation will be binding on me unless I have taken action in reliance on it or if you have not satisfied any financial obligations you have incurred.

PSYCHOLOGICAL SERVICES

Sports And Performance Psychology Counseling

Sports and performance psychology counseling helps the performer build their mental fitness in order to increase competence and improve and enhance performance. Performers are athletes, actors, trial lawyers, presenters and speaker to name just a few. All performers have different personalities and will require individual considerations when designing a mental fitness program for peak performance. Performers must be willing to devote a reasonable percentage of their training time to applying the mental training techniques they learn in sessions. I ask you to please read the section below on Mental Health and Wellness Services, as much of what I have written in that section also applies to the performer who wants to engage in Sports or Performance Psychology Services.

Mental Health and Wellness

Psychotherapy is not easily described in general statements. It varies depending on the personalities of the psychotherapist and client, and the particular aspects of your life you want to improve upon. There are many different techniques I may use to assist you in reaching your goals. 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. Psychotherapy has been shown to have many benefits. Therapy often leads to better relationship, solutions to specific problems, significant reductions in stress levels and an overall increase in life satisfaction. Since therapy can often involve discussing unpleasant aspects of your life, you may experience uncomfortable feelings like sadness, guilt, anger, frustration, loneliness, and helplessness. There are no guarantees of what you will experience. Our first few sessions will involve an evaluation of your needs. By the end of the evaluation, we should be ready to work together to develop realistic objectives and goals that will form your treatment plan. At this point we should determine if you are comfortable with the plan we have devised and if you wish to move forward with me as your provider. Our work together represents a large commitment of resources, time, energy and money and I want you to be clear on your goals and expectations. If you have questions about my procedures, we should discuss them whenever they arise. If your doubts persist, I will be happy to help you set up a meeting with another mental health professional for a second opinion.

SESSIONS

I normally conduct initial evaluations that last approximately from 1 to 2 sessions. During this time, we can both decide if I am the best person to provide the services you need in order to meet your goals. Once our actual clinical work has begun I will usually schedule **one 50-minute session (one appointment hour of 50 minutes duration)** per week at a time we agree on, although some sessions may be longer or more frequent. **Once an appointment hour is scheduled, you will be expected to pay for it unless you provide 24 hours advance notice of cancellation (unless we both agree that you were unable to attend due to circumstances beyond your control).** If it is possible, I will try to find another time to reschedule the appointment.

PROFESSIONAL FEES

Sports And Performance Psychology Mental Health And Wellness

In Office Sessions:	\$150 per hour.
In Field Consultations:	\$150 per hour
In Field Observations:	\$75 per hour
Travel Time:	\$75 per hour
Travel Expenses:	To be paid by the client upon submission of receipts (i.e. airfare, gas, hotel, etc.)
Group or Team:	\$30 - \$40 per individual

In addition to weekly appointments, I charge fees for other professional services you may need, though I will pro-rate the hourly cost if I work for periods of less than one hour. Other professional services include: report writing, telephone conversations lasting longer than 15 minutes, email consultations (with your permission), consulting with other professionals or family members (with your permission), preparation of records or treatment summaries, and the time spent performing any other service you may request of me. Additional fees may be incurred (with advance notice and permission) for in field observations and consultation services or travel that have been requested by you (see above). If you become involved in legal proceedings that require my participation, you will be expected to pay for all of my professional time, including preparation and

transportation costs, even if I am called to testify by another party. (Because of the difficulty of legal involvement, I charge \$200.00 per hour for preparation and attendance at any legal proceeding.)

CONTACTING ME

Due to my work schedule, I am often not immediately available by telephone. While I am in the office, I generally do not answer the phone when I am with a client. When I am unavailable, my telephone is answered by recording; I monitor messages daily during my normal business hours of Monday through Friday. I will make every effort to return your call on the same day you make it, with the exception of weekends and holidays. If you are difficult to reach, please inform me of some times when you will be available. If you are unable to reach me and feel that you can't wait for me to return your call, contact your family physician or the nearest emergency room and ask for the counselor, social worker, psychologist or psychiatrist on call. If I will be unavailable for an extended time, I will provide you with the name of a colleague to contact, if necessary. ***Please be aware that I do not provide any emergency services. If you are having a mental health emergency call 911 or go to your nearest hospital emergency room or county mental health emergency services agency.***

LIMITS ON CONFIDENTIALITY

The law protects the privacy of all communications between a client and a psychotherapist. In most situations, I 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:

1. I may occasionally find it helpful to consult other health and mental health professionals about a case. During a consultation, I make every effort to avoid revealing the identity of my client. The other professionals are also legally bound to keep the information confidential. If you don't object, I will not tell you about these consultations unless I feel that it is important to our work together. I will note all consultations in your Clinical Record (which is called "PHI" in my Notice of Psychotherapist's Policies and Practices to Protect the Privacy of Your Health Information).
2. Disclosures to collect overdue fees as discussed elsewhere in this agreement.

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

1. If a client threatens to harm himself/herself, in which case I may be obligated to seek hospitalization for him/her, or to contact family members or others who can help provide protection.
2. If you are involved in a court proceeding and a request is made for information concerning your diagnosis and treatment, such information is protected by the psychotherapist-client privilege law. I cannot provide any information without your (or your legal representative's) written authorization, or court order. If a subpoena is served on me with appropriate notices, I may have to release information in a sealed envelope to the clerk of the court issuing the subpoena. Note: If you are involved in or contemplating litigation, you should consult with your attorney to determine whether a court would be likely to order me to disclose information.
3. If a government agency is requesting the information for health oversight activities, I

may be required to provide it for them.

4. If a client files a complaint or lawsuit against me, I may disclose relevant information regarding that patient in order to defend myself.

There are some situations in which I am legally obligated to take actions, which I believe are necessary to attempt to protect others from harm and I may have to reveal some information about a client's treatment. These situations are unusual in my practice but are as follows:

1. If I have reason to suspect that a child is abused or neglected, the law requires that I file a report with the appropriate governmental agency, usually the Department of Social Services. Once such a report is filed, I may be required to provide additional information.
2. If I have reason to suspect that an adult is abused, neglected or exploited, the law requires that I report to the Department of Welfare or Social Services. Once such a report is filed, I may be required to provide additional information.
3. If a client communicates a specific threat of immediate serious physical harm to an identifiable victim, and I believe he/she has the intent and ability to carry out the threat, I am required to take protective actions. These actions may include notifying the potential victim or his/her guardian, contacting the police, or seeking hospitalization for the patient.

If such a situation 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 prove helpful in informing you about potential problems that can arise, 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, and I am not an attorney. In situations where specific advice is required, formal legal advice may be needed.

PROFESSIONAL RECORDS

You should be aware that, pursuant to HIPAA, I keep Protected Health Information (PHI) about you in two sets of professional records.

One set constitutes your Clinical Record. It 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 I 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, 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, I recommend that you initially review them in my presence, or have them forwarded to another mental health professional so you can discuss the contents. I am sometimes willing to conduct this review meeting without charge. In most circumstances, I am allowed to charge a copying fee of \$0.25 per page (and for certain other expenses). If I refuse your request for access to your Clinical Record, you have a right of review, which I will discuss with you upon your request.

In addition, I also may keep a set of Psychotherapy Notes, as needed. These Notes are for my own use and are designed to assist me in providing you with the best treatment.

While the contents of Psychotherapy Notes vary from client to client, they can include the contents of our conversations, my analysis of those conversations, and how they impact on your therapy. They also contain particularly sensitive information that you may reveal to me that is not required to be included in your Clinical Record. These Psychotherapy Notes are kept separate from your Clinical Record. While insurance companies can request and receive a copy of your Clinical Record, they cannot receive a copy of your Psychotherapy Notes without your signed, written Authorization. Insurance companies cannot require your Authorization as a condition of coverage nor penalize you in any way for your refusal. You may examine and/or receive a copy of your Psychotherapy Notes unless I determine that such information does not exist or cannot be found, or such disclosure would be injurious to your health or wellbeing.

PATIENT RIGHTS

HIPAA 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 I 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 my policies and procedures recorded in your records; and the right to a paper copy of this Agreement and the attached privacy policies and procedures. I am happy to discuss any of these rights with you.

MINORS & PARENTS

Children of any age have the right to independently consent to and receive mental health treatment without parental consent and, in that situation, information about that treatment cannot be disclosed to anyone without the child's agreement. While privacy in psychotherapy is often crucial to successful progress, particularly with teenagers, parental involvement is also essential to successful treatment, particularly with younger children and this requires that some private information be shared with parents. It is my policy not to provide psychotherapy treatment to a child under age 14 unless he/she agrees that I can share whatever information I consider necessary with his/her parents (legal guardians). For children age 14 and over, I request an agreement between my client and his/her parents (legal guardians) allowing me to share general information about the progress of the child's treatment and his/her attendance at scheduled sessions. I will also provide parents (legal guardians) with a summary of their child's treatment when it is complete. Any other communication will require the child's authorization, unless I feel that the child is in danger to him/her self or is a danger to someone else, in which case, I will notify the parents (legal guardians) of my concern. Before giving parents (legal guardians) any information, I will discuss the matter with the child, if possible, and do my best to handle any objections he/she may have.

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. Payments may be made via cash, personal check or PayPal (Visa, MC, Amex, Discover). Please note you will be charged a \$30 fee for any personal checks that are returned.

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 I release regarding a client'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. To the extent I am able, I work diligently with patients to avoid collections procedures.

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. **It is important for you to know that I do not handle insurance claims or deal with any insurance companies for reimbursement of my services.** I will provide you with a receipt of services at each session that you can submit to your insurance provider for possible reimbursement.

If you have a health insurance policy, it will usually provide some coverage for mental health treatment. However, you (not your insurance company) are responsible for full payment of my fees. It is very important that you find out exactly what mental health services your insurance policy covers. You should carefully read the section in your insurance coverage booklet that describes mental health services. If you have questions about the coverage, call your plan administrator.

Your signature below indicates that you have read the information in this document and agree to abide by its terms during our professional relationship.

Signature of Client

Date

Printed Name of Client

If under age 18, Signature of Parent/Legal Guardian

Date

Printed Name of Parent/Legal Guardian