

## Confidentiality Information Regarding Psychotherapy

This form provides you (client) with information that is additional to that detailed in the Notice of Privacy Practices.

**CONFIDENTIALITY:** All information disclosed within sessions and the written records pertaining to those sessions are confidential and may not be revealed to anyone without your (client's) written permission, except where disclosure is required by law. Most of the provisions explaining when the law requires disclosure were described to you in the Disclosure Statement that you received with this form.

**When Disclosure Is Required By Law:** Some of the circumstances where disclosure is required by the law are: where there is a reasonable suspicion of child, dependent or elder, abuse or neglect; and where a client presents a danger to self, to others, to property, or is gravely disabled.

**When Disclosure May Be Required:** Disclosure may be required pursuant to a legal proceeding. If you place your mental status at issue in litigation initiated by you, the defendant may have the right to obtain the psychotherapy records and/or testimony by this therapist. In couple and family therapy, or when different family members are seen individually, confidentiality and privilege do not apply between the couple or among family members. Shaun Hutto will not reveal information regarding couple/child therapy unless BOTH parties are willing to sign a Release of Information. Shaun Hutto will not release records to any outside party unless he is authorized to do so by **all** adult family members who were part of the treatment. He will release information regarding any individual who can give a release for information regarding their experiences in therapy.

**Emergencies:** If there is an emergency during our work together, or in the future after termination, where Shaun Hutto becomes concerned about your personal safety, the possibility of you injuring someone else, or about you receiving proper psychiatric care, he will do whatever he can within the limits of the law, to prevent you from injuring yourself or others and to ensure that you receive the proper medical care. For this purpose, he may also contact the person whose name you have provided on the biographical sheet.

**Confidentiality of E-mail, Cell Phone, Texts and Fax Communication:** It is very important to be aware that e-mail and cell phone communication can be relatively easily accessed by unauthorized people and hence, the privacy and confidentiality of such communication can be compromised. E-mails and texts, in particular, are vulnerable to such unauthorized access due to the fact that servers have unlimited and direct access to all e-mails that go through them. Faxes can easily be sent erroneously to the wrong address. Please notify Shaun Hutto at the beginning of treatment if you decide to avoid or limit in any way the use of any or all of the above-mentioned communication devices. Please do not use e-mail or faxes for emergencies. Please note that the business number for Shaun Hutto IS a cell phone.

**Litigation Limitation:** Due to the nature of the therapeutic process and the fact that it often involves making a full disclosure with regard to many matters which may be of a confidential nature, it is agreed that should there be legal proceedings (such as, but not limited to divorce and custody disputes, injuries, lawsuits, etc.), neither you (client) nor your attorney, nor anyone else acting on your behalf will call on Shaun Hutto to testify in court or at any other proceeding, nor will a disclosure of the psychotherapy records be requested.

**Consultation:** Shaun Hutto consults regularly with other professionals regarding his/her clients; however, the client's name or other identifying information is never mentioned. The client's identity remains completely anonymous, and confidentiality is fully maintained.

\* Considering all of the above exclusions, if it is still appropriate, upon your request Shaun Hutto will release information to any agency/person you specify unless he concludes that releasing such information might be harmful in any way.

**TELEPHONE & EMERGENCY PROCEDURES:** Please refer to the Fees & Policies Statement for this information. Please call 911 if you are in danger.

**PAYMENTS & INSURANCE REIMBURSEMENT:** Please refer to your copy of the Fees Policies Statement regarding fees, times of sessions, etc. Telephone conversations, site visits, report writing and reading, consultation with other professionals, release of information, reading records, longer session, travel time, etc. will be charged at the same rate as regular sessions, unless indicated and agreed otherwise. Please notify me if any problem arises during the course of therapy regarding your ability to make timely payments. Clients who carry insurance should remember that professional services are rendered and charged to the clients and not to the insurance companies. **Unless agreed upon differently, I will provide you with a copy of your receipt on a monthly basis, which you can then submit to your insurance company for reimbursement if you so choose.** As was indicated in the *Health Insurance & Confidentiality of Records*, you must be aware that submitting a mental health invoice for reimbursement carries a certain amount of risk. Not all issues/conditions/problems, which are the focus of psychotherapy are reimbursed by insurance companies. It is your responsibility to verify the specifics of your coverage.

**MEDIATION & ARBITRATION:** All disputes arising out of or in relation to this agreement to provide psychotherapy services shall first be referred to mediation, before, and as a pre-condition of, the initiation of arbitration. The mediator shall be a neutral third party chosen by agreement of Shaun Hutto and client(s). The cost of such mediation, if any, shall be split equally, unless otherwise agreed. In the event that mediation is unsuccessful, any unresolved controversy related to this agreement should be submitted to and settled by binding arbitration in Denver County, in accordance with the rules of the American Arbitration Association which are in effect at the time the demand for arbitration is filed. Notwithstanding the foregoing, in the event that your account is overdue (unpaid) and there is no agreement on a payment plan, Shaun Hutto can use legal means (court, collection agency, etc.) to obtain payment. The prevailing party in arbitration or collection proceedings shall be entitled to recover a reasonable sum for attorneys' fees. In the case of arbitration, the arbitrator will determine that sum.

**THE PROCESS OF THERAPY/EVALUATION:** Participation in therapy can result in a number of benefits to you, including improving interpersonal relationships and resolution of the specific concerns that led you to seek therapy. Working toward these benefits; however, requires effort on your part. Psychotherapy requires your very active involvement, honesty, and openness in order to change your thoughts, feelings and/or behavior. Shaun Hutto will ask for your feedback and views on your therapy, its progress, and other aspects of the therapy and will expect you to respond openly and honestly. Sometimes more than one approach can be helpful in dealing with a certain situation. During evaluation or therapy, remembering or talking about unpleasant events, feelings, or thoughts can result in your experiencing considerable discomfort or strong feelings of anger, sadness, worry, fear, etc. or experiencing anxiety, depression, insomnia, etc. Shaun Hutto may challenge some of your assumptions or perceptions or propose different ways of looking at, thinking about, or handling situations that can cause you to feel very upset, angry, depressed, challenged, or disappointed. Attempting to resolve issues that brought you to therapy in the first place, such as personal or interpersonal relationships, may result in changes that were not originally intended. Psychotherapy may result in decisions about changing behaviors, employment, substance use, schooling, housing, or relationships. Sometimes a decision that is positive for one family member is viewed quite negatively by another family member. Change will sometimes be easy and swift, but more often it will be slow and even frustrating. There is no guarantee that psychotherapy will yield positive or intended results. During the course of therapy, Shaun Hutto is likely to draw on various psychological approaches according, in part, to the problem that is being treated and his/her assessment of what will best benefit you. These approaches include behavioral, person centered, or Jungian or psycho-educational.

**Discussion of Treatment Plan:** Within a reasonable period of time after the initiation of treatment, I will discuss with you (client) his/her working understanding of the problem, treatment plan, therapeutic objectives, and his/her view of the possible outcomes of treatment. If you have any unanswered questions about any of the procedures used in the course of your therapy, their possible risks, my expertise in employing them, or about the treatment plan, please ask and you will be answered fully. You also have the right to ask about other treatments for your condition and their risks and benefits. If you could benefit from any treatment that I does not provide, I have an ethical obligation to assist you in obtaining those treatments.

**Termination:** During the first meeting, we will assess if I can be of benefit to you. I do not accept clients who, in my opinion, I cannot be of benefit to. In such a case, I will give you a number of referrals that you can contact. If at any point during psychotherapy, this is not effective in helping you reach your therapeutic goals, I am obliged to discuss it with you and, if appropriate, to terminate treatment. In such a case, I would give you a number of referrals that may be of help to you. If you request it and authorize it in writing, I will talk to the psychotherapist of your choice in order to help with the transition. If at any time you want another professional's opinion or wish to consult with another therapist, I will assist you in finding someone qualified, and, if I have your written consent, will provide him/her with the essential information needed. See Fees & Policies Statement of further information.

**CANCELLATION:** Please see the Fees and Policies Statement.

**DUAL RELATIONSHIPS:** Not all dual relationships are unethical or avoidable. Therapy never involves sexual or any other dual relationship that impairs objectivity, clinical judgment, or therapeutic effectiveness or can be exploitative in nature. If it was necessary, I will assess carefully before entering into non-sexual and non-exploitative dual relationships with clients. In general, I will avoid creating any type of dual relationship with a client. I will never acknowledge working therapeutically with anyone without your written permission. Dual or multiple relationships can enhance therapeutic effectiveness but can also detract from it and often it is impossible to know that ahead of time. If for some reason, a dual relationship inadvertently occurs, it is your, the client's, responsibility to communicate to me if the dual relationship becomes uncomfortable of you in any way. I will always listen carefully and respond accordingly to your feedback and will discontinue the dual relationship if I find it interfering with the effectiveness of the therapeutic process or the welfare of you the client and, of course, you can do the same at any time.

**I rent office and/or workshop space at People House, which is neither my employer or agent. Neither People House Board Members, staff, or any other practitioner, is in any way responsible for my services or activities.**

***I have read the above Agreement and Office Policies and General Information carefully; I understand them and agree to comply with them:***

Client: \_\_\_\_\_ Date: \_\_\_\_\_ Signature: \_\_\_\_\_

Client: \_\_\_\_\_ Date: \_\_\_\_\_ Signature: \_\_\_\_\_

Therapist: \_\_\_\_\_ Date: \_\_\_\_\_ Signature: \_\_\_\_\_