**Psychotherapist-Client Services Agreement**

Welcome to my practice. This document (the **Agreement**) contains important information about my professional services and business practice policies. It also makes reference to the Health Insurance Portability and Accountability Act (HIPAA), a federal law that provides new privacy protections and new patient 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 Practice (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, and as that form explains, you need to acknowledge receiving it. Although these documents are long and sometimes complex, it is very important that you read them carefully. 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; 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.

**THERAPY SERVICES**

Psychotherapy is not easily described in general statements. It varies depending on the personalities of the therapist and client, and the particular problems you are experiencing. There are many different methods I may use to deal with the problems that you hope to address. Your active participation is also an essential part of treatment.

Psychotherapy can have benefits and risks. Since therapy often involves discussing unpleasant aspects of your life, you may experience 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 relationship, solutions to specific problems, and significant reductions in feelings of distress. But there are no guarantees of what you will experience.

At the beginning of therapy I will be evaluating you needs and getting information from you about your history and reasons for seeking therapy. If you will be using insurance, we should also make sure we understand the details of what it will cover (see ‘Insurance Reimbursement’ below). Therapy involves a large commitment of time, money and energy, so you should be very careful about the therapist you select. If you have questions about my procedures, we should discus term whenever they arise. If your doubts persist, I will be happy to hoop you set up a meeting with another mental health professional for a second opinion.

**MEETINGS, SCHEDULING, CANCELLATIONS**

Initial appointments are 60 minutes long, and return visits are 50 minutes. We will determine the frequency that is most beneficial for you. Once an appointment is scheduled, please provide **24 hours** advance notice if you need to cancel. It is important to note that insurance companies do not provide reimbursement for cancelled sessions. There will be a **$50 fee** for sessions cancelled with less than 24 hours advance notice with exception for illness or emergency.

**PROFESSIONAL FEES**

Please be sure to ask for clarification of any questions you may have regarding my professional fees. In addition to our sessions, I charge the hourly session fee for other professional services you may need, though I will break down the hourly cost if I work for periods of less than one hour. Other services include report writing, telephone conversations lasting longer than 5 minutes, consulting with other professionals with your permission, preparation of records or treatment summaries, and the time spent performing any other service you may request of me.

**LEGAL PROCEEDINGS**

It is my policy not to participate in any court proceedings. Further it is my policy not to provide any written records, including clinical notes, summaries, or to participate in any depositions.

**CONTACTING ME**

My office telephone number is **703-254-4024.** I may not be immediately available by telephone, as I do not answer the phone when I am with a client or if I am scheduled to be out of the office. My office hours are Monday, Tuesday and Thursday from 9 – 2:30pm, and Wednesday from 4 – 7pm. My telephone is answered by voicemail. No one other than me has access to messages left, and I monitor messages frequently. I will make every effort to return your call on the same day you make it or the next day I will be in the office with the exception of weekends and holidays. You are also welcome to email me at [spkimberly@openspacetherapy.com](mailto:spkimberly@openspacetherapy.com). This is a HIPAA compliant email service and no one other than me has access to the account.

In emergencies, if you are unable to reach me and feel that you can’t wait for me to return your call, in addition to leaving a voice message, contact your family physician or go the nearest emergency room and ask for a mental health evaluation.

**LIMITS ON CONFIDENTIALITY**

The law protects the privacy of all communications between a client and his/her therapist. 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. However, in the following situations, no authorization is required:

* I may occasionally find it helpful to consult other health and mental health professionals about a client’s needs. During a consultation, I do not reveal the identity of my patient. 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 my records.
* 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 therapist/client privilege law. I cannot provide any information without your written authorization, or a court order. 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.
* If a government agency is requesting the information for health oversight activities, I may be required to provide it for them.
* If a client files a complaint or lawsuit against me, I may disclose relevant information regarding that client in order to defend myself.

There are some situations in which I am legally obligated to take actions which would involve revealing some information about a client’s treatment. These situations, which are unusual in my practice, include:

* If I have reason to believe that a child or vulnerable adult has been subjected to abuse or neglect, or that a vulnerable adult has been subjected to self-neglect or exploitation, the law requires that I file a report with the appropriate government agency, usually the local office of the Department of Social Services. Once such a report is filed, I may be required to provide additional information.
* If I know that a patient has a propensity for violence and the patient indicates that he/she has the intention to inflict imminent physical injury upon a specified victim(s), I may be required to take protective actions. These actions may include establishing and implementing a treatment plan that is calculated to eliminate the possibility that the patient will carry out the threat, seeking hospitalization of the patient and/or informing the potential victim or the police about the threat.
* If I believe that there is an imminent risk that a patient will inflict serious physical harm on him/herself, or that immediate disclosure is required to provide for the patient’s emergency health care needs, I may be required to take appropriate protective actions, including initiating hospitalization and/or notifying family members or others who can protect the client.

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.

* If I believe that there is an imminent risk that a patient will inflict serious physical harm on him/herself, or that immediate disclosure is required to provide for the patient’s emergency health care needs, I may be required to take appropriate protective actions, including initiating hospitalization and/or notifying family members or others who can protect the client.

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, it is important that we discuss any questions or concerns 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 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 disclosure is reasonably likely to endanger the life or physical safety of you or another person, you have the right 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. In most circumstances, I am allowed to charge a copying fee of $1.00 per page. The exceptions to this policy are contained in the attached Notice Form. If I refuse your request for access to your Clinical Records, you have a right of review, which I will review with you upon request.

In addition, I also keep a set of Psychotherapy Notes. These Notes are for my own use, designed to assist me in providing you with the best treatment, and have an even greater degree of privacy protection. 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 require that you authorize me to release your Clinical Record as a condition of covering treatment, they cannot require you to authorize release of Psychotherapy Notes as a condition of coverage, nor penalize you in any way for your refusal. You have a legal right to examine and/or receive a copy of your Psychotherapy Notes unless I determine that knowledge of the contents would be injurious to your health.

**PATIENT RIGHTS**

HIPAA provides you with several rights with regard to your Clinical Records and disclosures of protected health information. These rights are covered in detail in the attached **Notice** document, and I am happy to discuss any of these rights with you.

**BILLING AND PAYMENTS**

You will be expected to pay for each session at the time it is held, or when you receive a monthly statement. In general, I will submit insurance claims for the companies for which I am a contracted provider, such as Medicare. For clients who are covered by insurance companies I am not contracted with, I will provide a receipt which you may submit to your insurance for possible, partial reimbursement. It is very important that you find out exactly what mental health services your insurance policy covers. This includes obtaining information about your co-payment and any deductible you may have before coverage begins. You will also need to know if pre-authorization is required before services begin and if there is a limit on the number of sessions covered.

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 patient’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.

You should also be aware that your contract with your health insurance company requires that I provide it with information relevant to the services that I provide to you. You provide such information to an insurance company when you attach my bill to your claim form and submit it for reimbursement. In the cases in which I must file the claim directly (e.g. Medicare), I am required to provide a clinical diagnosis, the type of treatment you are receiving, and the dates of treatment. Sometimes I am required to provide additional clinical information or copies of your entire Clinical Record. In such situations, I will make every effort to release only the minimum information about you that is necessary for the purpose requested. If I believe that your health insurance company is requesting an unreasonable amount of information I will call it to your attention and we can discuss what to do. You can instruct me not to send requested information, but this could result in claims not being paid and additional financial burden being placed on you. Once the insurance company has this information, it bears the responsibility for privacy protection of the information.