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Psychotherapist-Client Services Agreement

Welcome to my practice. This document contains important information about my professional services and business policies. When you sign this document, it will represent an agreement between us. You may revoke this agreement in writing at any time.

PSYCHOLOGICAL SERVICES

The process of psychotherapy is not easily described. It can vary depending on the personalities of the psychologist and client, and the particular problems you are experiencing. There are many different methods I may use to deal with the problems that you want to address. 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.

Our first few sessions will involve an evaluation of your needs. By the end of the evaluation, I will be able to offer you some first impressions of what our work will include and a treatment plan to follow, if you decide to continue with therapy. You should evaluate this information along with your own opinions of whether you feel comfortable working with me. 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 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.

MEETINGS AND CANCELLATION

I normally conduct an evaluation that will last from 1 to 3 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 treatment goals. If psychotherapy is begun, I will usually schedule one 45-minute session per week at a time we agree on, although some sessions may be longer or more frequent. Regular attendance is a critical factor of successful therapy.

You are financially responsible for your appointments. Once an appointment is scheduled, you will be expected to attend and pay for the session unless you provide 48 hours advance notice of cancellation. This includes cancellations for all reasons, including last minute travel and illness. If you cancel a session with less than 48 hours notice, but I am able to fill your time slot, I will not charge you for the late cancellation. If you need to reschedule a session with less than 48 hours notice, I will try to find a time to meet with you, but you will still be required to pay for the canceled session unless I am able to fill it with short notice.

On the occasion that there is inclement weather, I will put on the outgoing message of my voice mail if sessions for that day have been canceled. Please call as early as possible to check that outgoing message.

If I am unable to safely get to the office, I will cancel sessions for that day. If I am able to safely get to the office, I expect that you will also be able to attend the session. If my office is open, but you are uncomfortable, or do not feel safe driving, you may contact me to request that we meet via phone at the normally scheduled time.

PROFESSIONAL FEES

My usual fee is \$185.00 per 45-minute for an individual psychotherapy session.

For couples therapy, my fees vary somewhat, depending on the circumstances:

- for a 45-minute session of regular couples therapy, my fee is \$200;
- for a 45-minute session of conjoint couples therapy, my fee is \$150

My fee for group psychotherapy is \$125 for a 75-minute group session. For group psychotherapy, you are billed for every session, whether you attend the group or not. This means you will be responsible for paying the fee of any group session held, even if you have to miss the group for a trip or illness, regardless of whether you let me know you would not attend with more than 48 hours notice.

In addition, my fee is \$185.00 per hour for other professional services you may need, though I will break down the hourly cost into 5-minute increments if I work for periods of less than one hour. Other services may include report writing, telephone conversations lasting longer than 10 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.

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 \$600 per hour for preparation, travel, and attendance at any legal proceeding.

I generally raise my fees between 5 to 10% every one to two years. I do this to cover the increase in the costs-of-living expenses and various operating expenses that are involved with running my practice. If and when I decide to raise my fees, I will inform you at least one month in advance. This will give us ample opportunity to discuss this increase, which is especially important if you believe this increase will cause a financial hardship.

CONTACTING ME

Due to my work schedule, I am often not immediately available by telephone. When I am unavailable, my telephone is answered by voice mail. I check messages regularly throughout the day, Monday through Thursday. I will make every effort to return your call within 24 hours, with the exception of Fridays, 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 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.

You are also welcomed to contact me by email or text messages, though for the purpose of canceling an appointment, I ask that you call me. If you do use email or text messages to contact me, you should be aware that email and text messages cannot be guaranteed to be confidential, secure, or error-free as information could be intercepted, corrupted, lost, destroyed, arrive late or incomplete, or contain viruses. You should also be thoughtful about what type of information you share in emails and text messages, and you should consider whether you are comfortable with the risks involved in contacting me by email or text message. If and when you do contact me by email or text message, I will assume you understand the risks involved.

LIMITS ON CONFIDENTIALITY

The law protects the privacy of all communications between a patient and a psychologist. 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:

- 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 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 your Clinical Record (which is called "PHI" in the Notice attached).
- You should be aware that I practice with other mental health professionals and that I may, at times, employ administrative staff. In most cases, I need to share protected information with these individuals for both clinical and administrative purposes, such as scheduling, billing and quality assurance. All of the mental health professionals are bound by the same rules of confidentiality. All staff members have been given training about protecting your privacy and have agreed not to release any information outside of the practice without the permission of a professional staff member.
- Disclosures required by health insurance or to collect overdue fees are discussed elsewhere in this Agreement.
- If a patient threatens to harm himself/herself, I may be obligated to seek hospitalization for him/her, or contact family members or others who can help provide protection.

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 concerning your diagnosis and treatment, such information is protected by the psychologist-patient privilege law. I cannot provide any information without your (or your legal representative's) written authorization, or court order, or 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. 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 patient files a complaint or lawsuit against me, I may disclose relevant information regarding that patient in order to defend myself
- If a patient files a worker's compensation claim, I must, upon appropriate request, provide a copy of any mental health report.

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 patient's treatment. These situations are unusual in my practice.

- If I know or have reason to suspect that a child has been or is in immediate danger of being a mentally or physically abused or neglected child, 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

- 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.
- If a patient 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, 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

The laws and standards of my profession require that I keep Protected Health Information about you in your Clinical Record. Except in unusual circumstances that involve a substantial risk of imminent psychological impairment or imminent serious physical danger to yourself and others, I must provide you with access to and/or a copy of your record if you request it in writing. I will notify you if anything is withheld. 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. If I refuse your request for access to your records, you have a right of review, which I will discuss with you upon request.

PATIENT RIGHTS

You have certain 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, the attached Notice form, and my privacy policies and procedures. I am happy to discuss any of these rights with you.

MINORS

If you are under eighteen years of age, please be aware that the law may provide your parents the right to examine your treatment records. It is my policy to request an agreement from parents that they agree to give up access to your records. If they agree, I will provide them only with general information about our work together, unless I feel there is a high risk that you will seriously harm yourself or someone else. In this case, I will notify them of my concern. Before giving them any information, I will discuss the matter with you, if possible, and do my best to handle any objections you may have with what I am prepared to discuss.

BILLING AND PAYMENTS

You have the choice of paying for sessions either at the end of the month or at the time it is held. Either way, at the end of each month, I will provide you with a statement of services rendered and payments received. For group sessions, you will be expected to pay at the end of the month for all sessions during the month.

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 or 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. *Please also note, should your account become 30 days overdue, a \$25 late fee per month, for every month payment is late, may be applied to your account.*

INSURANCE REIMBURSEMENT

If you have a health insurance policy, it will usually provide some coverage for mental health treatment. I will fill out forms and provide you with whatever assistance I can in helping you receive the benefits to which you are entitled; 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. If necessary, I will ask you to fill out an authorization so that I can provide information to your insurance company that will allow me to provide the information necessary to secure payment for the services I provide for you. This authorization will be in effect for one year, but can be revoked at any time. However, if revoked, I will continue to have the right to forward information necessary to process claims for services already provided.

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. I am required to provide a clinical diagnosis and brief substantiation of that diagnosis. Sometimes I am required to provide additional clinical information. This information is limited to the dates of treatment and a brief description of the services provided, including the type of therapy provided. This information will become part of the insurance company files and will probably be stored in a computer. Though all insurance companies claim to keep such information confidential, I have no control over what they do with it once it is in their hands. In some cases, they may share the information with a national medical information databank. I will provide you with a copy of any report I submit, if you request it. By signing this Agreement, you agree that I can provide requested information to your carrier.

Once we have all of the information about your insurance coverage, we will discuss what we can expect to accomplish with the benefits that are available and what will happen if they run out before you feel ready to end your sessions. It is important to remember that you always have the right to pay for my services yourself to avoid the potential problems described above.

Your signature below indicates that you have read this agreement and agree to its terms.

I have read, understand, and agree to the structure as described above.

Printed Name

Date _____
Client Signature