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PROFESSIONAL SERVICES AGREEMENT & INFORMED CONSENT

Welcome to my personal counseling practice. This document contains important information about my professional services and business policies. Please read it carefully and note any questions you might have so that we can discuss them at our next meeting. This document constitutes both a personal understanding and a legally binding agreement.

Our first few sessions will involve an exploration of your unique situation, resources, challenges and opportunities. By then I will be able to offer you a good idea of what our work together is likely to entail and you will have had a chance to get a feel for me as well. If you have questions about me or my practice we should discuss them as they arise. If you are not comfortable working with me for any reason at all, no offense will be taken and I will refer you to other professionals who might be better suited to your needs. Chemistry is important. Most of the situations I work through with my clients are resolved over the course of single-digit weeks or months, although I do have clients who choose to see me on a regular basis. Some of my clients return periodically to address further issues in their lives as they arise. I will bring a wide range of academic, clinical, business and personal experience to our discussions and I will be as helpful as I can, but I take no responsibility for the results of our work together. That is up to you.

There should be no surprises on your monthly invoice from me. Depending upon the scope of the issues we address, we will probably start with a short psychological test as well as an extended interview that I will videotape and review in depth before we meet again. This process provides a basis on which we can quickly come to a clear common understanding of your situation and our objectives in working together. If we conduct this initial assessment you will be charged \$775 for the extended interview session, the MCMI-IV license fee, and my time for review and analysis of this material. In the case of couples counseling I will usually complete this process for each partner separately.

After the initial assessment we will normally schedule one regular session per week for awhile, although we may meet more or less frequently depending upon your situation and the nature of the issues we are working on. My regular session fee is \$175 and we can meet as frequently or infrequently as you find productive. My sessions are usually about 70 minutes because I have found that is how long a satisfying conversation normally takes. If a session runs more than 80 minutes you will be charged for two sessions. I do not do custody evaluations or forensic work but if you request my participation in a legal proceeding or a mediation I will bill this at the rate of \$175 per hour, including travel and waiting time at court or another venue. For clients in New Mexico I am obliged to add a state Gross Receipts Tax of 8.3125% for all of my services. There is no tax on psychological services for clients in California.

INSURANCE REIMBURSEMENT

I do not accept insurance or belong to any preferred provider networks, although I can provide you with what is known as a “superbill” that you can submit to your insurance company if the services I provide are covered by your program. This will require a formal clinical diagnosis, which I do not regard as helpful or necessary for most of my clients, and I make no guarantee that my services will be covered by your insurance or at what rate you might be reimbursed. I will provide you with reasonable assistance in receiving the benefits to which you believe you are entitled, but you are responsible for the timely payment of my fees and for the management of your own insurance claims.

CONTACTING ME

I am not always immediately available by phone, email, or text messaging although I check all of these regularly during business hours. My voicemail, email, and text messaging are confidential and accessible only to me, so feel free to leave me an informative message. I will make every effort to return your call on the same day you make it, with the exception of some weekends and holidays. If you would prefer that I *not* leave a message when I return your call, please indicate this in your message. If you are difficult to reach, please give me some times when you will be available. If you are unable to reach me in an emergency and feel that you can't wait for me to return your call, go to a hospital emergency room or dial 911.

PROFESSIONAL RECORDS

New Mexico and California law require that I keep records regarding certain aspects of our work together, and I may record notes or other information that goes beyond these requirements. I regard these records and all of our interactions as strictly private and privileged, although there are certain circumstances in which I may be required to disclose certain confidential information without your consent (see **CONFIDENTIALITY**, below). You are entitled to receive a copy of your records at any time. Note that even if you are paying for your son's or daughter's consultation you will not have access to their records, or to other information about our work together, without their consent (see **MINORS**, below).

MINORS

If you are under eighteen years of age, please be aware that New Mexico, California and Federal law may provide your parents the right to examine your treatment records under certain circumstances. New Mexico and California law permit me to deny your parents or guardians access to your records if I feel that is in your best interest. I will generally take this position unless I have your permission to discuss something specific with your parents or another third party. If I feel there is a high risk that you will seriously harm yourself or someone else in the near future I will notify your parents or appropriate authorities of my concern. Before giving them any information at all, I will discuss the matter with you if possible and do my best to reach agreement with you on how to proceed.

CONFIDENTIALITY

Confidentiality is the foundation of effective personal counseling and psychotherapy. The privacy of all communications between a client and a psychologist is protected by law and by professional ethics. I will generally release information about our work to others only with your explicit permission, although there are a few exceptions. In most legal proceedings I can refuse to provide any information about our work together, and this is the position that I will take unless I have your explicit instructions to do otherwise. In certain proceedings, such as those involving child custody or those in which your emotional condition is an important issue, a judge may order my testimony if he or she determines that the issues demand it.

There are some situations in which I am legally obligated to take action to protect others from harm, even if I have to reveal some confidential information. If I believe that a minor, an elderly person, or a disabled person is being abused I may be required to file a report with an appropriate government agency. If I believe that a client is threatening serious bodily harm to another person in the immediate future I am required to take protective actions. These actions may include notifying the potential victim, contacting the police, or seeking involuntary hospitalization for the client. If the client threatens to harm him or herself, I may be obligated to seek involuntary hospitalization or to contact family members or others who can provide protection. These situations are extremely rare and if a similar situation occurs during our work together I will make every effort to discuss it with you before taking any action.

I periodically consult with other professionals about various issues related to our clients. In consultation we make every effort to avoid revealing the identities of our clients, and my colleagues are legally bound to maintain the confidentiality of any information that I share with them. If you would prefer that I not consult regarding our work together, I will be happy to respect that. Otherwise I will not necessarily tell you about such professional consultations unless I feel that it is important to our work.

In couples counseling and other situations where I am working directly with multiple family members or third parties there are practical limitations to confidentiality, which I will discuss with you should circumstances warrant. It is important that we discuss any questions or concerns that you may have at our next meeting. On request, I will be happy to provide you with relevant sections or summaries of the New Mexico, California and Federal laws that deal with these issues. **My HIPAA Notice of Privacy Practices provides a more formal and detailed privacy statement than this agreement.**

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

Client Signature

____/____/____
Date Signed

Client Name (Print)

Client Information

Full Name: _____

Address: _____

Birth date: ___/___/___

Phone: _____ OK to leave message? Y N (circle one)

Cell: _____ OK to leave message? Y N (circle one)

Email: _____ OK to include private information? Y N (circle one)

Emergency contact: _____ Phone: _____ Relationship: _____

Your physician: _____ Phone: _____

Current Medications:	Brand or Generic	Dose	Reason
	_____	_____	_____
	_____	_____	_____
	_____	_____	_____
	_____	_____	_____
	_____	_____	_____
	_____	_____	_____

I prefer to receive invoices: ___ by U.S. mail
___ by email