

# Jean S. Gearon, Ph.D

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## **General Information and Psychotherapy Services Agreement**

Welcome to my practice. I appreciate your trust and the opportunity to assist you. Maryland and D.C. law require that I provide you with this information and that I obtain your signature acknowledging that I have done so. This document contains important information about my professional services and business policies. It also contains summary information about the Health Insurance Portability and Accountability Act (HIPPA), a federal law that provides new privacy protection 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. Please read it carefully and jot down any questions you might have so that we can discuss them at your next meeting.

When you sign this document, it will represent an agreement between us. You may revoke this agreement in writing at any time. That revocation will be binding to 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.

### **Psychological Services**

Psychotherapy is not easily described in general statements. It varies depending on the personalities of the psychologist and client and the particular problems you bring forward. There are many different methods I may use to deal with the problems that you hope to address. Psychotherapy has both benefits and risks. Risks sometimes include experiencing uncomfortable feelings, giving or receiving uncomfortable feedback, and/or working with unpleasant life events. Psychotherapy often leads to a significant reduction of distress, better relationships, and the resolution of specific problems. In order to be most successful, hard work is required, both during our sessions and between them on the part of both the client and therapist.

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 doubts persist I will be happy to help you set up a meeting with another mental health professional for a second opinion.

## Meetings

I normally conduct an evaluation that will last from 2 to 4 sessions. During this time, we can both decide whether I am the best person to provide the services you need to meet your treatment goals. If psychotherapy is begun, I will usually schedule one 45-50-minute session per week at a time we agree on, although some sessions may be longer or more frequent.

## Professional Fees

My hourly (45-50 minutes) fee is \$225.00. I am able to negotiate some reduced fees according to financial need. Other professional services you may require such as report writing, telephone conversations that last longer than 10 minutes, attendance at meetings or consultations with other professionals that you have authorized, preparation of records or treatment summaries, or the time required to perform any other service, will be billed on a prorated basis of our individual therapy fees. If you become involved in legal proceedings that require my participation, you will be expected to pay for my professional time even if I am called to testify for another party. Because of the difficulty of legal involvement, I charge \$500.00 per hour for preparation and attendance at any legal proceeding.

## Billing and Payments

I prefer payment at the time of service, but we can arrange for monthly billing. At the end of the month, I will provide you with a receipt of the month's services and the total amount paid if you would like to submit to your insurance. Please remember that the financial relationship, just like the therapeutic relationship, is between you and me and the responsibility for prompt payment of all fees is yours. Returned checks are subject to a \$25 fee. If your account is more than 60 days in arrears and suitable arrangements for payment have not been made, I have the option of suspending or discontinuing treatment. Moreover, if an account is overdue and you have not made arrangements for payment with me, I may turn your account over for collection. The agent would be provided only with the dates, types of services, and the charges. Payment schedules for other professional services will be agreed to when they are requested.

## Cancellation Policy

In the event that you need to cancel an appointment, please let me know as far in advance as possible, but at least 24 hours ahead. **Because the appointment time is reserved for you, it is necessary to charge for appointments which are not cancelled 24 hours in advance.** Emergencies do arise and we can discuss this as it occurs. If it is possible I will try to find another time to reschedule the appointment.

## Insurance Reimbursement

If you plan to use an out-of-network mental health coverage, 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.

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. Maryland/D.C. law permits me to send some information without your consent in order to file appropriate claims. I am required to provide them with a clinical diagnosis. Sometimes I am required to provide additional clinical information such as treatment plans or summaries, 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. Maryland/D.C. law prevents insurers from making unreasonable demands for information, but there are no specific guidelines about what unreasonable includes.

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 an additional financial burden being placed on you. Once the insurance company has this information, it will become part of the insurance company files and will probably be stored on 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 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 carriers if you chose to seek reimbursement.**

## Privacy and Confidentiality.

In general, the confidentiality of all communications between a patient and a psychotherapist is protected by law, and I can only release information about our work to others with your written permission that meets certain legal requirements imposed by HIPPA and/or Maryland/D.C. law.

In most judicial proceedings, you have the right to prevent me from providing any information about your treatment. However, in some circumstances, such as child custody proceedings and proceedings in which your emotional condition is an important element, a judge may require my testimony if he/she determines that there is no privilege or it has been waived.

There are some situations in which, as a licensed psychologist, I am legally required to take action to protect others from harm, even though that requires revealing information about a patient's treatment:

- If I learn that a child or vulnerable adult is being abused, I must file a report with the appropriate protective services agency.

- If I learn that a patient is threatening serious bodily harm to another, I am required to take protective actions, which may include notifying the potential victim or victims, notifying the police, and/or seeking appropriate hospitalization.
- If a patient threatens self-harm, I may be required to seek hospitalization, or to contact family members or others who can provide protection.

The clear intent of these requirements is that a psychologist has both a legal and ethical responsibility to take action to protect endangered individuals from harm when such a danger exists. Fortunately, these situations have rarely occurred in my practice. If a situation does occur, it is my policy to discuss these matters fully with you before taking any action, unless in my professional judgment, there exists a compelling reason not to do so. In some circumstances, it may be my best clinical judgment that the maintenance of a confidentiality is counterproductive to your progress in treatment. I may request your permission to contact family members or significant other individuals. In these situations, I will inform you of my concerns and outline the basis of my clinical judgment. You will have the final decision as to whether I may contact these individuals. You will be asked to sign a consent form for release of information. If it would be helpful to refer you to another professional for a consultation (e.g., for medication) then I will discuss your case with the professional with your authorization.

I am a sole proprietor and while I share office space with Dr. Sonja Linn, Sandy Pinney, RD, and Elizabeth Davenport, RD, we are independent practitioners and do not share responsibility for patients nor do we share clinical information without proper consent of the patient.

## **Patient Rights**

You have the following rights in therapy: (1) to ask questions about my philosophy of therapy, my experience with the problem at hand, your treatment plan, and the procedures used; (2) to seek a consultation regarding your treatment from another credentialed professional (I ask that you discuss this with me prior to seeking such a consultation); (3) to end therapy at any time without moral, legal, or financial obligation beyond payment due for completed sessions. Should you decide between sessions to withdraw from therapy, you should attend at least one additional session to discuss your reasons with me. Therapy termination can sometimes be the result of misinterpretation, miscommunication, and the painfulness of the material under discussion. I encourage open communication before a final decision is made.

## **Phone Contact**

Occasionally, telephone contact is needed when issues come up or a crisis develops between regularly scheduled sessions. **The best number to reach me in these situations is my cell phone: 202-997-5636.** I am often not immediately available, but monitor voice mail frequently. I will make every effort to return your call on the same day you make it with the exception of late nights, weekends, and holidays. If you are difficult to reach, please leave some times when you will be available. If you cannot reach me, and you feel that you cannot wait for a return call, you should call a local hotline or

the emergency room at the nearest hospital and ask for the psychologist or psychiatrist on call. Phone calls over 10 minutes in duration are billed, pro rata, at our normal individual therapy hourly rate; they are added to your bill when 50 minutes of telephone time accumulates. Phone contact is usually kept brief unless you are in a crisis or unless a session by phone has been scheduled in advance.

### **Vacation**

My schedule includes professional and vacation time each year during which I am out of the office. I am typically out about 6 weeks per year for conferences/workshops/vacation. I will discuss upcoming absences with you as far in advance as possible. Occasionally, we need to reschedule or cancel appointments on short notice for professional commitments or personal reasons. I will attempt to give notice for changes wherever possible. During my vacations and other absences I will designate a therapist to be on call as backup coverage for you in case of emergency. This person's name and number will be on my voicemail.

### **Other**

As a condition of being in treatment with me, please do not undertake any other form of simultaneous therapy *without first bringing it up for discussion and mutual decision-making*. Additional therapy of any sort should be coordinated with your main therapy. Signed releases of information to facilitate communication between treatment providers is a condition of participation in therapy with me.

## **CONSENT TO TREATMENT**

I acknowledge that I have received, have read, and understand the "General Information and Fee Policy for Prospective and Ongoing Patients." I have had my questions answered adequately at this time. I understand that I have the right to ask questions throughout the course of my treatment and may request an outside consultation. (I also understand that the therapist may provide me with additional information about specific treatment issues and treatment methods on an as-needed basis during the course of my treatment and that I have the right to consent to or refuse such treatment).

I understand that I can expect regular review of treatment to determine whether treatment goals are being met. I agree to be actively involved in the treatment and in the review process. No promises have been made as to the results of this treatment or of any procedures utilized within it.

I further understand that I may stop my treatment at any time, but agree to discuss this decision first with you. My only obligation, should I decide to stop treatment, is to pay for the services I have already received and to attend one final session to discuss my reasons and to terminate.

I have been informed that I must give 24 hours notice to cancel an appointment and that I will be charged if I do not cancel or show up for a scheduled session.

I am aware that I must authorize the therapist in writing to release information about my treatment but that confidentiality can be broken under certain circumstances of danger to myself or

others. I understand that once information is released to insurance companies or any other third party, that my therapist cannot guarantee that it will remain confidential.

My signature signifies my understanding and agreement with these issues and with the additional information conveyed in this statement. Please return this signed document at your next session. I will provide you with a copy per your request.

\_\_\_\_\_  
**Patient signature**

\_\_\_\_\_  
**Date**

**Printed Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
**Jean S. Gearon, PhD**

\_\_\_\_\_  
**Date**