

# Larry Kerrigan, Ph.D.

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## **Larry P. Kerrigan, Ph.D., Licensed Psychologist:**

Dr. Kerrigan is licensed by the State of Colorado to practice psychology. He received a Doctorate in Clinical Psychology from the California School of Professional Psychology in 1974. He also has a Master's Degree in Theology from St. Mary's University, Canada and a Bachelor and Master's Degree in Business Economics from Creighton and St. Louis Universities respectively. He has been practicing in Colorado since 1975, first at the Weld Mental Health Center, then at Ackerman and Associates, and more recently in his own private practice.

Much of his practice includes working with depression, anxiety and panic disorders, and marital and family counseling.

## PSYCHOTHERAPIST - CLIENT AGREEMENT

Welcome to the practice of Larry Kerrigan, Clinical Psychologist. This document (the Agreement) contains important information about my professional services and business policies. It also contains summary information about the Health Insurance Portability and Accountability Act (HIPAA), a new federal law that provides new privacy protections and new client rights regarding the use and disclosure of your Protected Health Information (PHI) used for the purpose of treatment, payment and health care operations. The Notice, which is attached to this agreement, explains HIPAA and its applications to your personal health information in greater detail. The law requires that I obtain your signature acknowledging that I have provided you with this information before our first session. Although these documents are long and sometimes complex, it is important that you read them carefully before our first session. 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 at any time. The 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 under your policy, or if you have not satisfied any financial obligations you have incurred.

## PSYCHOLOGICAL AND COUNSELING 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 problems that you hope to address. Therapy calls for a very active effort on your part.

Therapy 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. Numerous studies indicate therapy has many profound benefits. Therapy often leads to better relationships, solutions to problems, and reductions in feelings of distress. But there are no guarantees of what you will experience.

Our first session 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 commitment of time, money, and energy, so you should be very careful about the therapist you select. If you have questions about my procedures, feel free to discuss them whenever they arise. If your doubt persists, I will be happy to help you set up a meeting with another mental health professional.

## MEETINGS

I normally conduct an evaluation that will last from 1 to 2 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 therapy is begun, I will usually schedule one session (one appointment hour of approximately 50 minutes duration) per week at a time we agree on, although some sessions may be longer or more frequent. **Once an appointment hour is scheduled, you will be expected to pay 50% of the regular hourly fee if you do not provide 24 hours advance notice of cancellation [unless we both agree that you were unable to attend due to circumstances beyond your control]. It is important to note that most insurance companies do not provide reimbursement for cancelled sessions**

## PROFESSIONAL FEES

The hourly fee is \$120. In addition to weekly appointments, you will be charged this amount 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 five 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 my professional time, including preparation and transportation costs, even if I am called to testify by another party. I charge \$130 per hour for preparation and for attendance at any legal proceeding. If travel is required for legal proceedings, this is included in preparation time. If, in the future, we find it necessary to increase our rates, you will be notified in a timely manner.

## CONTACTING ME

Due to my work schedule I am often not immediately available by telephone. My secretary is in the office from 9:00 a.m. to noon and 1:00 to 2:30 p.m. Monday through Thursday. I do not take calls when I am with a client. When I am unavailable, my telephone is answered by my secretary or automated voicemail. I will make every effort to return your call on the same day you make it, except for, weekends and holidays. If it is difficult to reach you, please inform me of times when you will be available. If you are unable to reach me and feel that you have a life-threatening emergency, contact 911 or go to the nearest emergency room. If I will be unavailable for an extended time, I will provide you with the name of a colleague to

contact, if necessary. My own working hours vary considerably but generally, are 10:00 to noon, 3:00 to 5:00 p.m. and 6:00 to 9:00 p.m. excluding Fridays.

### **LIMITS ON CONFIDENTIALITY**

The law protects the privacy of all communications between a client and a psychologist. The protection of confidentiality of communications with counselors who are not psychologists follow some different rules in Colorado. 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 client. 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 in our work together. I will note all consultations in your Clinical Record (which is called "PHI" in my Notice of Psychologist's Policies and Practices to Protect the Privacy of Your Health Information).
- Please be aware that I practice with other mental health professionals and that I employ administrative staff. In some cases, I need to share protected information with these individuals for both clinical and administrative purposes, such as scheduling, billing, and quality assurance. All 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.
- I also have contracts with an accountant, a billing service, your insurance company, and on occasion a collection agency. As required by HIPAA, I have a formal business associate contract with these businesses in which they promise to maintain the confidentiality of this data except as specifically allowed in the contract or otherwise required by law. If you wish, I can provide you with the names of these organizations and/or a blank copy of this contract.
- Disclosures required by health insurers or to collect overdue fees are discussed elsewhere in this Agreement.
- If a client threatens to harm himself/herself or others, I may be obligated to seek hospitalization for him/her, or to 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 my professional services, such information is protected by the psychologist-client privilege law. I cannot provide any information without your written authorization, or a court order. A counselor who is not a psychologist may have to provide such information. If you are involved in a legal situation 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 am 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.
- If a client files a worker's compensation claim, I am required to submit a report to the Worker's Compensation Division.

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

- If I have reasonable cause to know or suspect that a child has been subjected to abuse or neglect or if I have observed a child being subjected to circumstances or conditions which would reasonably result in abuse or neglect, the law requires that I file a report with the appropriate governmental agency. Once such a report is filed, I may be required to provide additional information.
- If I have reasonable cause to believe that an at-risk adult has been or is at imminent risk of being mistreated, self-neglected, or financially exploited, the law requires that I file a report with the appropriate governmental agency. Once such a report is filed, I may be required to provide additional information.

- If a client communicates a serious threat of imminent physical violence against a specific person or persons, I must make an effort to notify such persons; and/or notify an appropriate law enforcement agency; and/or take other appropriate action including seeking hospitalization of 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 that you 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.

Please note that I will be thanking my professional colleagues (e.g. physicians, attorneys, and/or counselors) for referring you unless you request that I DO NOT do so.

### **PROFESSIONAL RECORDS**

I keep Protected Health Information about you in a professional record which 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 toward 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 involve danger to yourself and others, you may examine and/or receive a copy of your Clinical Record, if you request it in writing. In most situations, I am allowed to charge a copying fee of \$.50 per page (and for certain other expenses). If I refuse your request for access to your Clinical Record, you have a right of review, which I will discuss with you upon request.

### **CLIENT RIGHTS**

HIPAA provides you with several new or expanded 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 & PARENTS**

Clients under 15 years of age who are not emancipated and their parents should be aware that the law may allow parents to examine their child's treatment records, unless I decide that such access is likely to injure the child. Because privacy in therapy is often crucial to successful progress, particularly with teenagers, it is sometimes my policy to request an agreement from parents that they consent to give up their access to their child's records. If they agree, during treatment, I will provide them only with general information about the progress of the child's treatment, and his/her attendance at scheduled sessions. I will also provide parents with a summary of their child's treatment when it is complete. Any other communication will require the child's Authorization, unless I feel that the child is in danger or is a danger to someone else, in which case, I will notify the parents of my concern. Before giving parents any information, I will discuss the matter with the child, if possible, and do my best to handle any objections he/she may have.

### **BILLING AND PAYMENTS**

You will be expected to pay for each session at the time it is held, unless we agree otherwise or unless you have insurance coverage that requires another arrangement and you have been pre-approved by our insurance and billing office. Payment schedules for other professional services will be agreed to when they are requested. In circumstances of unusual financial hardship, I may be willing to negotiate a fee adjustment or payment installment plan. 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 client's treatment in 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.

PLEASE NOTE THAT THE PERSON WHO COMES TO OUR OFFICE (PARENT, IF A MINOR IS INVOLVED) IS RESPONSIBLE FOR PAYMENT. WE WILL SEND BILLS TO INDIVIDUALS WHO HAVE COME TO THE OFFICE FOR SERVICES. If you are a student and expect your parents to be financially responsible, you will need to get a special form signed by them. Otherwise, you will be responsible for payment. Please inform the secretary, and she will give you this form.

### **INSURANCE REIMBURSEMENT**

In order for us to set realistic treatment goals and priorities, it is important to evaluate what resources you have available to pay for your treatment. 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.

You should carefully read the section in your insurance coverage booklet that describes mental health services. If you have questions about the coverage, call your plan administrator. Of course, I will provide you with whatever information you receive from your insurance company. If it is necessary to clear confusion, I will be willing to call the company on your behalf.

Due to the rising costs of health care, insurance benefits have increasingly become more complex. It is sometimes difficult to determine exactly how much mental health coverage is available. "Managed Health Care" plans such as HMOs and PPOs often require authorization before they provide reimbursement for mental health services. These plans are often limited to short-term treatment approaches designed to work out specific problems that interfere with a person's usual level of functioning. It may be necessary to seek approval for more therapy after a certain number of sessions. While much can be accomplished in short-term therapy, some clients feel that they need more services after insurance benefits end. Some managed-care plans will not allow me to provide services to you once your benefits end. If this is the case, I will do my best to find another provider who will help you continue your therapy.

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 you. I am required to provide a clinical diagnosis. Sometimes I am required to provide additional clinical information such as treatment plans or summaries, or copies of your 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. 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 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 problems described above unless prohibited by contract.

### **SPECIAL SITUATIONS**

If you share custody of your children with a former partner, it is your responsibility to keep him/her informed about your child's psychotherapy. If it is indicated, your former partner may need to be involved in your child's therapy, and under certain conditions, your partner may be asked to sign a consent form for treatment. It may be necessary for you to assist and encourage this process.

With regard to group or family therapy, Colorado law provides that no person who has participated in any psychological therapy be questioned in court concerning the knowledge gained during the course of therapy unless all participants consent. In other words, if you have been in family therapy or in group therapy, you are not allowed to talk about what was said unless the other participants agree. You need to be aware of these restrictions upon your comments.