

**Kenneth L. Larson, Ph.D.**  
Valley Psychological Center  
1891 E. Roseville Parkway, Suite 100  
Roseville, CA 91661  
(916) 789-7082 x.302

## **OUTPATIENT SERVICES AGREEMENT**

Welcome to Valley Psychological Center. 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 patient rights with regard to the use and disclosure of your Protected Health Information (PHI). HIPAA requires that I provide you with a Notice of Privacy Practices (the Notice) that outlines how I may use and disclose PHI for the purpose of 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. The law also requires that I obtain your signature acknowledging that I have provided you with this information at the end of this session. Although these documents are long and sometimes complex, it is very important that you read them carefully before our next 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 in writing at any time. That revocation will be binding on me unless I have already taken action based on the Agreement; 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 terms. It varies depending on the personalities of the psychologist and patient, 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. 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.

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 relationships, solutions to specific problems, and significant reductions in feelings of distress. But there are no guarantees of what you will experience.

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**

I normally conduct an evaluation that will last from 2 to 4 sessions. During this time, we can both decide if I am the best person to provide the services that you need in order to meet your treatment goals. If we agree to begin psychotherapy, I will usually schedule one 45 to 50-minute session (One appointment hour = a 45 to 50 minute session) per week at a time we agree on, with the understanding that some sessions may be longer or need to be more frequent. Once an appointment hour is scheduled, you will be expected to pay

for it unless you provide 24 hours advance notice of cancellation. It is important to note that insurance companies do not reimburse for cancelled sessions. If we are able to reschedule an appointment that was cancelled with less than 24 hours notice within 5 business days of the cancelled appointment, you will not be charged for the missed appointment.

### **PROFESSIONAL FEES**

My hourly fee is \$125. In addition to weekly appointments, I charge 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 10 minutes, consulting with other professionals with your permission, preparation of records or treatment summaries, and 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 difficulties that come with legal involvement, I charge \$250 per hour for preparation and attendance at any legal proceeding.

### **CONTACTING ME**

Due to my work schedule, I am often not immediately available by telephone. While I am usually in my office between 9 AM and 6 PM, I probably will not answer the phone when I am with a patient. When I am unavailable, my telephone is answered by a voice mail system that I monitor frequently. I will make every effort to return your call on the same day you make it, with the exception of weekends and holidays. If you are difficult to reach, please inform me of some times when you will be available to receive a phone call and will attempt to call you during that time. In emergencies, please utilize my emergency voice mail box. Instructions for accessing my emergency voice mail box are included in my voice mail greeting. 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.

### **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 state law and/or HIPAA. But, there are some situations where I am permitted or required to disclose information without either your consent or Authorization. These situations are 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 that is shared 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 my Notice of Privacy Practices).
- I also have contracts with a certified public accounting firm, as well as electronic billing and payment processing companies. 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 patient threatens to harm himself/herself, I may be obligated to seek hospitalization for him/her, or to contact family members or others who can help provide protection.
- If you are involved in a court proceeding and a request is made for information about the professional services that I have provided you and/or the records thereof, such information is protected by psychologist-patient privilege law. I cannot provide any information without your (or your legally-appointed representative's) written authorization, a court order, a subpoena or discovery request from another party to the court proceeding where that party has given you proper notice (when required) stating valid legal grounds for obtaining your PHI, and I do not have grounds for objecting under state law (or you have instructed me not to object). 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 pursuant to their legal authority, 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, disclose information relevant to the claimant's condition, to the worker's compensation insurer.

There are some unusual situations in which I am legally obligated to take actions, which I believe are necessary to attempt to protect you or others from potential harm. In these situations I may have to reveal some pertinent information about a patient's treatment. These situations are as follows:

- If I have knowledge of a child under 18 or I reasonably suspect that a child under 18 that I have observed has been the victim of child abuse or neglect, the law requires that I file a report with the appropriate governmental agency, usually the county welfare department. I also may make a report if I know or reasonably suspect that significant mental suffering has been inflicted upon a child or that his or her emotional well being is endangered in any other way (other than physical or sexual abuse, or neglect). Once such a report is filed, I may be required to provide additional information.
- If I observe or have knowledge of an incident that reasonably appears to be physical abuse, abandonment, abduction, isolation, financial abuse or neglect of an elder or dependent adult, or if an elder or dependent adult credibly reports that he or she has experienced behavior including an act or omission constituting physical abuse, abandonment, abduction, isolation, financial abuse, or neglect, or reasonably suspects that abuse, the law requires that I report to the appropriate government agency. Once such a report is filed, I may be required to provide additional information.
- If a patient communicates a serious threat of physical violence against an individual who can be specifically identified, I am required to take protective actions, including notifying the potential victim and contacting the police. I may also seek hospitalization of the patient, or contact others who can assist in protecting the victim.
- If I have reasonable cause to believe that the patient is in such mental or emotional condition as to be dangerous to him or herself, I may be obligated to take protective action, including seeking hospitalization or contacting family members or others who can help provide protection.

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 privacy issues, please feel free to discuss with me any questions or concerns that you may have now or in the future regarding your confidential information. The laws governing confidentiality can be quite complex, and I am not an attorney. In unusual situations where specific advice is required, formal legal advice may be your best course of action.

## **PROFESSIONAL RECORDS**

The laws and standards of my profession require that I keep Protected Health Information (PHI) about you in your Clinical Record. Except in unusual circumstances in which disclosure would physically endanger you and/or others or makes reference to another person (unless such other person is a health care provider) and I believe that access is reasonably likely to cause substantial harm to another person or where information has been supplied to me confidentially by others, you may examine and/or receive a copy of your Clinical Record. All requests for copies of your Clinical Record must be in writing and delivered to my office. Because these are professional records, they can be misinterpreted and/or upsetting to read without expert explanation. 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 their contents. There will be a copying fee of 25 cents per page as well as any applicable delivery charges. If your request to access your records is refused, in most cases you have a right to request that the decision to refuse access be reviewed.

## **PATIENT RIGHTS**

HIPAA provides you with several new or expanded rights with regard to your Clinical Records and disclosures of protected health information (PHI). These rights include the right to request that I amend your record; the right to request restrictions on what information from your Clinical Records is disclosed to others; the right to request an accounting of most disclosures of Protected Health Information (PHI) that you have neither consented to nor authorized; the right to determine the locations where protected information was sent; the right to having any complaints you make about my policies and procedures recorded in your records; and the right to a paper copy of this Agreement, my Notice of Privacy Practices form, and my privacy policies and procedures. I am happy to discuss these rights with you in more detail if you wish.

## **MINORS & PARENTS**

It is typical for parents or guardians to be involved in the treatment of patients who are under 18 years of age and not emancipated from the family home, unless the psychologist determines that the involvement of the parent or guardian would, somehow, be inappropriate. There are also some select situations in which an unemancipated minor [over the age of 12] may elect to participate in psychological treatment without getting their parent's permission prior to receiving services. All of these select situations require that the minor be able to maturely participate in treatment and be at substantial risk if treatment is not received.

In addition to the above, unemancipated patients under 18 years of age and their parents should be aware that the law may allow parents to examine their child's treatment records unless access would have a detrimental effect on my professional relationship with the patient, or to his/her physical safety or psychological well-being. Because privacy in psychotherapy is crucial to successful progress, particularly with teenagers, and parental involvement, is also essential, it is my policy to request that an agreement be made between minors [over age 12] and their parents about parental access to information. This agreement provides that during treatment, I will provide parents with general information about the progress of the treatment, and the patient's attendance at scheduled sessions. I will also provide parents with a summary of their child's treatment when it is complete if they request it. 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.

## **COUPLES AND FAMILIES**

Since marital and family therapy requires the participation of multiple individuals, it is important to clarify how this impacts the confidentiality of information shared during a psychotherapy session. In much the same way that an individual enjoys a confidential relationship with their psychologist, couples and families that seek assistance from a psychologist also enjoy a confidential relationship with their psychologist. As in the case with an individual patient, the psychologist who is treating a couple or family is not free to share their Protected Health Information (PHI) without securing the necessary Authorizations. The difference in the case of a marital or family therapy is that now the “patient” is the marriage or the family rather than an individual. This means that while participants in marital or family therapy can expect that their Protected Health Information (PHI) will not be shared with those outside their family or marriage unless it is authorized, they do not enjoy that level of confidentiality when it comes to their spouse or other family members.

## **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. Payment schedules for other professional services will be agreed to when those services are requested.

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.

## **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 I can based on my experience and will be happy to help you in understanding the 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 patients 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 psychotherapy.]

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. Sometimes I am required to provide additional clinical information such as treatment plans or summaries, or copies of your Clinical Record. Before I can disclose this information, both you and I must receive a written notification from the insurer stating what they are requesting, why they are requesting it, how long

it will be kept and what will be done with the information when they are finished with it. In such situations, I will make every effort to release only the minimum information about you that is necessary for the purpose requested. Please remember that when you authorize me to release information for the purposes of obtaining insurance coverage for the services that I provide, I will furnish your insurance company with the information they request. While most insurance companies strive to serve their clients in a professional and confidential manner, I cannot guarantee the manner in which your insurance company will address your personal information. I will provide you with a copy of any report I submit to your insurance company, 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 THE PSYCHOTHERAPIST-PATIENT SERVICES AGREEMENT AND AGREE TO ITS TERMS AND ALSO SERVES AS AN ACKNOWLEDGEMENT THAT YOU HAVE RECEIVED THE HIPAA NOTICE OF PRIVACY PRACTICES FORM DESCRIBED ABOVE.

\_\_\_\_\_  
(Patient's Name)

\_\_\_\_\_  
(Patient's Date of Birth)

\_\_\_\_\_  
(Patient's Signature)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Parent's or Guardian's Signature, if applicable)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Relationship to Patient)