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PSYCHOLOGIST-PATIENT SERVICES AGREEMENT

Welcome to the clinical practice of Dr. Tamsen Thorpe, a Licensed 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 federal law that provides privacy protections and 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.

HIPAA requires that I provide you with a Notice of Privacy Practices (the Notice) for use and disclosure of PHI for treatment, payment and health care operations. The Notice explains HIPAA and its application 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.

Although this Agreement and the separate Notice are long and sometimes complex, it is very important that you read them carefully. We can discuss any questions you have about the procedures. 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 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 made under your policy; or if you have not satisfied any financial obligations you have incurred.

PSYCHOLOGICAL SERVICES

Therapy is a process, which requires an active involvement by both the psychologist and the patient. I will contribute knowledge and skill in psychology while, you will bring specialized personal knowledge. In general, psychologists apply an understanding about behavior and experience to solving human problems. My approach is Cognitive-Behavioral and as such we will be examining and attempting to shift any maladaptive thinking or behavioral patterns that may be contributing to your current emotional distress. There are many different methods I may use to deal with the issues that you hope to address. For example, I teach relaxation and imagery techniques if symptoms such as anxiety warrant this approach.

Our first few sessions will involve an evaluation of your needs. I provide solution-focused treatment so that a goal or several goals are established. This usually takes the first few sessions after which I will be able to offer you some initial impressions of what our work will include. All treatment is planned with the goal(s) in mind and progress is made toward accomplishment in a timely manner. You will be encouraged to take an active role in setting and achieving your treatment goals. In order to be most

successful, you will have to work on things we talk about both during our sessions and at home. Your commitment to this treatment approach is necessary to assist you in experiencing a successful outcome. If you ever have any questions about the nature of the treatment or anything else about your care, please don't hesitate to ask.

Your feelings about whether you are comfortable working with me as your psychologist is an important part of the process. We can both decide whether I am the best person to provide the services in order to meet your treatment objectives. Please feel free to discuss any concerns you have with me. If requested or if I deem appropriate, I will help you secure an appropriate consultation with another provider.

BENEFITS AND RISKS

Therapy has both benefits and risks. While a majority of individuals who undertake therapy benefit from the process, there are no guarantees. Therapy often leads to a significant reduction in feelings of distress, better relationships, and resolutions of specific problems. Success may vary depending on the particular problems being addressed. Since therapy often requires discussing unpleasant aspects of your life, risks sometimes include experiencing uncomfortable feelings such as unhappiness, anger, guilt, or frustration for example. These are a natural part of the therapy process and often provide the basis of change.

APPOINTMENTS

A scheduled appointment means that a 45-minute time is reserved only for you. Typically appointments are scheduled weekly but this can vary. If an appointment is missed or canceled with less than 24 hours notice, you will generally be billed directly according to the scheduled fee. An exception to this policy may be made if an emergency arises. If you are utilizing insurance, be aware that they will not reimburse for missed appointments.

CONTACTING ME

My contact information is listed on the first page as well as on my business cards. For most issues please call my office line. If you have a more urgent matter please try my cell phone. Due to my work schedule, I am often not immediately available by telephone. I typically do not answer either phone line during session. Only contact me by e-mail if we have made an arrangement for you to do this, as I am not guaranteed to receive your communication.

My office hours vary weekly and we will discuss this when planning ahead for appointments. The office is generally closed on weekends and major holidays. When I am not in the office I call in to my voice mail system on a regular basis. Please note that although I will do my best to return your call within a few hours in the daytime during the week, I am not always available immediately. I will make every effort to return your call on the same day you make it. If you are difficult to reach, please leave some times when you will be available. In a crisis situation, if you cannot reach me, please contact your primary care physician or the local emergency room. When I am away for an extended period, I may provide you with the name of a colleague to contact, if necessary.

PROFESSIONAL FEES

The fee for professional services is \$175 for the first session and \$150 per session thereafter, for which I reserve the right to renegotiate a fee increase after one year. If

you are accessing your managed care benefits and coming to me because I am an in-network provider, I have contracted with your insurance company to accept their rates and you may be responsible for a co-payment.

It is my policy to charge on a prorated basis for other professional services that you may require such as report writing, telephone conversations lasting longer than 10 minutes, consulting with other professionals, preparation of records or treatment summaries, and the time required to perform any other service which 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 \$250 per hour for preparation and attendance at any legal proceeding.

PAYMENTS

Payments and co-payments are due at the time services are rendered, unless we agree otherwise. You may pay by cash or check. Please make checks payable to: Dr. Tamsen Thorpe. A charge on all returned checks will be billed to you in the amount consistent with current bank charges. 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 you are accessing your out-of-network benefits, I may be willing to bill from this office. You would then be required to pay me in full up to your deductible and the co-insurance thereafter. Alternatively, I will provide you with a statement of services rendered along with the fees for you to submit, customarily on a monthly basis.

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. This will require me to disclose otherwise confidential information. If such legal action is necessary, its costs will be included in the claim. One such cost for use of a collection agency will be an additional fee of fifty dollars (\$50) or 20% of the balance owed, whichever amount is greater.

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. If your plan limits the number of sessions that you may utilize, it is your responsibility to keep an accounting of this across all of your mental health providers.

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.

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 problems described above [unless prohibited by contract]. 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. 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.

An insurance company or other third-party payor regulated under New Jersey law may request that the patient authorize the psychologist to disclose certain confidential information to the third-party payor in order to obtain benefits, *only if* the disclosure is pursuant to a valid authorization (see below) and the information is limited to:

1. Administrative information (i.e., patient's name, age, sex, address, educational status, identifying number, date of onset of difficulty, date of initial consultation, dates and character of sessions (individual or group), and fees);
2. Diagnostic information (i.e., therapeutic characterizations as found in the APA's Diagnostic and Statistical Manual of Mental Disorders (DSM III), or other professionally recognized diagnostic manual);
3. The patient's status (voluntary or involuntary; inpatient or outpatient);
4. The reason for continuing psychological services, limited to an assessment of the patient's current levels of functioning and distress (both described by terms of mild, moderate, severe or extreme); and
5. A prognosis, limited to the estimated minimal time during which treatment might continue.

A valid authorization under this statute shall:

1. be in writing;
2. specify the nature of the information to be disclosed, the person authorized to disclose the information, to whom the information may be disclosed, the specific purposes for which the information may be used, both at the time of disclosure and at any time in the future;
3. specify that the patient is aware of the his or her right to confidential communications under psychologist-patient privilege;
4. be signed by the patient, or the person authorizing disclosure (e.g., the patient's parent, guardian or legal representative); and
5. contain the date that the authorization was signed.

If the third-party payor has reasonable cause to believe that the psychological treatment in question may be neither usual, customary nor reasonable, the third-party payor may request, in writing, and compensate reasonably for, an independent review of such treatment by an independent review committee.

You should be aware that if your health benefits are provided by a self insured employee benefit plan or other arrangement regulated by the federal ERISA statute, such plan will have considerably more access to information in your Clinical Record. If you have any question about the nature of your health benefits, you should contact the group that provides the benefits for you.

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 my Notice of Psychologist's Policies and Practices to Protect the Privacy of Your Health Information).
- You should be aware that at times I may employ an administrative staff. In most cases, I need to share protected information with these individuals for administrative purposes, such as scheduling, billing and quality assurance. 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 a contract with an electronic billing service. As required by HIPAA, I have a formal business associate contract, 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 a copy of this contract.

- Disclosures required by health insurers or to collect overdue fees are discussed elsewhere in this Agreement.

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 a court order. 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 related to the services I am providing, I may, upon appropriate request, disclose protected information to others authorized to receive it by the workers' compensation law.

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 have reasonable cause to believe that a child has been subject to abuse, the law requires that I must report it to the Division of Youth and Family Services. Once such a report is filed, I may be required to provide additional information.
- If I have reasonable cause to believe that a vulnerable adult is the subject of abuse, neglect or exploitation, and I believe that the disclosure is necessary to prevent serious harm to the patient or other potential victims, I may report the information to the county adult protective services provider. Once such a report is filed, I may be required to provide additional information.
- If a patient communicates a threat, or if I believe the patient presents a threat of imminent serious physical violence against a readily identifiable individual, I may be required to take protective actions. These actions may include notifying the potential victim, contacting the police, or seeking hospitalization for the patient.
- If I believe the patient presents a threat of imminent serious physical harm to him/herself, I may be required to take protective actions. These actions may

include contacting the police or others who could assist in protecting the patient 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 danger to yourself and/or others or when another individual (other than another health care provider) is referenced and I believe disclosing that information puts the other person at risk of substantial harm, you may examine and/or receive a copy of your Clinical Record, if you request it in writing. 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. In most situations, I am allowed to charge a copying fee of \$1.00 per page. 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

HIPAA provides you with several new or expanded rights with regard to your Clinical Records and disclosures of protected health information. These rights include requesting that I amend your record; requesting restrictions on what information from your Clinical Records 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 Notice form, and my privacy policies and procedures. I am happy to discuss any of these rights with you.

MINORS & PARENTS

Patients under 18 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, or we agree otherwise. Because privacy in psychotherapy 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.

YOUR SIGNATURE BELOW INDICATES THAT YOU HAVE READ THIS AGREEMENT AND AGREE TO ITS TERMS AND ALSO SERVES AS AN ACKNOWLEDGEMENT THAT YOU HAVE RECEIVED THE HIPAA NOTICE FORM DESCRIBED ABOVE.

Printed Patient Name

Signature

Date

Printed Name of Spouse, Parent or Other if Applicable (Please indicate relationship)

Signature

Date

ASSIGNMENT OF BENEFITS (If this office is billing and accepting payment)
I hereby assign my mental health benefits to Dr. Tamsen Thorpe.

Patient Signature

Tamsen Thorpe, Ph.D.

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