

**Directions CLS, LLC**  
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## **THERAPIST-PATIENT SERVICES AGREEMENT**

Welcome to Directions, a Center for Life Strategies (CLS), LLC, a practice offering psychological services. Dr. Tamsen Thorpe, a Licensed Psychologist, is the Director. This document (the Agreement) contains important information about our 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 we provide you with a Notice of Privacy Practices (the Notice) for use and disclosure of PHI for treatment, payment and health care operations. A paper copy will be offered to you in my office and a copy is posted on my website. The Notice explains HIPAA and its application to your personal health information in greater detail. The law requires that we obtain your signature acknowledging that we 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 us unless action has been taken in reliance on it; if there are obligations imposed on us 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 therapist and the patient. We will contribute knowledge and skill in psychology while, you will bring specialized personal knowledge. In general, therapists apply an understanding about behavior and experience to solving human problems. Dr. Thorpe's approach draws on Cognitive-Behavioral Therapy (CBT) principles and as such aims to examine and shift any maladaptive thinking or behavioral patterns that may be contributing to your current emotional distress. There are many different methods that may be used to deal with the issues that you hope to address. For example, we may teach relaxation techniques if symptoms such as anxiety warrant this approach.

Our first few sessions will involve an evaluation of your background and needs. We provide solution focused treatment so that a goal or several goals are established. This usually takes the first few sessions after which we 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 your therapist is an important part of the process. Therapy involves a large commitment of time, money and energy, so you should be very careful about the therapist you select. We can both decide whether the services we offer will meet your treatment objectives. Please feel free to discuss any questions about our procedures or concerns you have with us. If requested or if we deem appropriate, we will help you secure an appropriate referral 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**

Appointments are typically scheduled for 45 minutes, however longer sessions may be arranged. An appointment time is reserved only for you. 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. Be aware that insurance will not reimburse for missed appointments.

Clinical time will be slightly under the allotted appointment time, which is accepted practice in the field. Please have your payment ready in advance. Your next appointment will be scheduled at the end. The notes will be typed in during the last few minutes of your appointment time.

### **CONTACT INFORMATION**

Contact information for Dr. Thorpe and the practice is listed on the first page of this document. Her preference for contact is email, which is a secure system. To reach other therapists affiliated with the practice, for most issues, please call their direct number. Note that we are often not available immediately by telephone, due to our work schedule. We typically do not answer the phone during session.

Our office hours vary weekly and we will discuss this when planning ahead for appointments. Dr. Thorpe generally does not work on weekends and major holidays. When we are not in the office we check our messages on a regular basis. Please note that although we will do our best to return your call within a few hours in the daytime during the week, we are not always available immediately. We 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, if you cannot reach us, please contact your primary care physician or the local emergency room. When Dr. Thorpe is away for an extended period, she may provide the name of a colleague on her outgoing voice mail to contact, if necessary.

### **PROFESSIONAL FEES**

All appointments are typically 45 minutes. The fee for the initial consultation is \$300 for individuals and \$325 for couples/families. Follow-up therapy appointments are \$250 for individuals and \$275 for couples/families.

Our policy is to charge all therapy patients on a prorated basis \$350 hourly for other professional services that may be required or you may request such as report writing, telephone conversations, consulting with other professionals, preparation of records or treatment summaries, or any other service. Insurance usually will not reimburse you for these services.

We reserve the right to renegotiate a fee increase after six months.

If you become involved in legal proceedings that require our participation, you will be expected to pay for all professional time, including preparation and transportation costs, even if we are called to testify by another party. Because of the difficulty of legal involvement, the charge is \$450 per hour for preparation and attendance at any legal proceeding.

### **PAYMENTS**

Payments are due at the time services are rendered. You may pay by cash, check or credit card. If you are paying by credit card, we ask to keep it on file so that we may automatically charge it for services rendered. Please make checks payable to: Directions CLS, LLC. 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.

If you are accessing your out-of-network benefits and have provided your insurance information, we submit electronically to your company as a courtesy. You may also obtain a statement from our billing service and submit yourself. In either case, you will be expected to pay in full at the time services are rendered.

If your account has not been paid for more than 60 days and arrangements for payment have not been agreed upon, we 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 us 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 may provide some coverage for mental health treatment. We will provide you with whatever assistance we can in helping you receive the benefits to which you are entitled; however, you (not your insurance company) are responsible for full payment of our fees. It is very important that you find out exactly what mental health

services your insurance policy covers prior to the start of this process. Of course, we will provide you with whatever information we can based on our experience and will be happy to help you in understanding the information you receive from your insurance company.

You should also be aware that your contract with your health insurance company requires that we provide it with information relevant to the services that we 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, we 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. We will provide you with a copy of any report we 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), 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 mental health professional. In most situations, we 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:**

- We may occasionally find it helpful to consult other health and mental health professionals about a case. During a consultation, we make every effort to avoid revealing the identity of a patient. The other professionals are also legally bound to keep the information confidential. If you don't object, we will not tell you about these consultations unless we feel that it is important to our work together. We 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 we practice with other mental health professionals at times and that we employ an administrative staff. In most cases, we need to share protected information with these individuals for clinical and 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. All of the mental health professionals are bound by the same rules of confidentiality.
- We also have a contract with an electronic billing service. As required by HIPAA, we 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, we 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 we are 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. We 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 us to disclose information.

- If a government agency is requesting the information for health oversight activities, we may be required to provide it for them.
- If a patient files a complaint or lawsuit against us, we may disclose relevant information regarding that patient in order to defend ourselves.
- If a patient files a worker's compensation claim related to the services we are providing, we may, upon appropriate request, disclose protected information to others authorized to receive it by the workers' compensation law.

**There are some situations in which we are legally obligated to take actions, which we believe are necessary to attempt to protect others from harm and we may have to reveal some information about a patient's treatment.** These situations are unusual in our practice.

- If we have reasonable cause to believe that a child has been subject to abuse, the law requires that we must report it to the Division of Child Protection and Permanency (DCPP). Once such a report is filed, we may be required to provide additional information.
- If we have reasonable cause to believe that a vulnerable adult is the subject of abuse, neglect or exploitation, and we believe that the disclosure is necessary to prevent serious harm to the patient or other potential victims, we may report the information to the county adult protective services provider. Once such a report is filed, we may be required to provide additional information.
- If a patient communicates a threat, or if we believe the patient presents a threat of imminent serious physical violence against a readily identifiable individual, we 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 we believe the patient presents a threat of imminent serious physical harm to him/herself, we 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.
- To reduce the risk of harm from firearms, I am required by law to call the police where the patient lives, if I believe there is an imminent risk of harm to the patient or another.

If such a situation arises, we will make every effort to fully discuss it with you before taking any action and we will limit our 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 we are not attorneys. In situations where specific advice is required, formal legal advice may be needed.

### **PROFESSIONAL RECORDS**

The laws and standards of our profession require that we 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 we 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, we recommend that you initially review them in our presence, or have them forwarded to another mental health professional so you can discuss the contents. In most situations, we are allowed to charge a copying fee of \$1.00 per page and to charge for certain other expenses like postage for example. If we refuse your request for access to your records, you have a right of review, which we will discuss with you upon request. Note that records are only released if the account has a zero balance.

### **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 we 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. We are happy to discuss any of these rights with you.

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

**COUPLES, FAMILIES AND NON-RELATED ADULTS, PLEASE SEE THE ATTACHED ADDENDUM.**

**MINORS UNDER 18 YEARS OF AGE AND THEIR PARENTS, PLEASE SEE THE ATTACHED MINORS ADDENDUM. PARENTS AND CHILDREN 14 AND OVER ARE ASKED TO SIGN BELOW INDICATING THAT THEY AGREE TO ITS TERMS.**

\_\_\_\_\_  
Printed Patient Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name of Spouse, Parent, Child 14 and over, or Other (Please indicate relationship)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

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Tamsen Thorpe, PhD

## **Couples, Families and Non-Related Adult Addendum To Therapist-Patient Services Agreement**

The following policies apply only to those who are an integral part of treatment, not casual third parties who may enter treatment on an as-needed basis providing collateral information or support for the patient.

### **Definition of who is being treated, “No Secrets” and Disclosures Policies**

When a couple, family or Non-Related Adults NRA begin(s) counseling, it’s considered to be one “unit”, or entity. As a psychologist, my allegiance is to the unit, not to any one individual. I believe this approach is critical in creating a safe and healing space for all. Furthermore, I adhere to a strict “no secrets” policy, meaning that I do not hold secrets for individuals. This is done to prevent a conflict of interest where an individual’s interests may not be consistent with the interests of the unit.

During treatment, I meet with individuals alone as part of the intake process and throughout when and if a need arises, as discussed and agreed upon by all parties. In this case, the individual session is still considered part of the unit’s counseling relationship. Information disclosed during individual sessions may be relevant or even essential to the proper treatment of the unit. If an individual chooses to disclose information to me, I offer every opportunity for that person to disclose that information to the unit and will provide guidance on how to do so. If the individual refuses to disclose the information, I may determine that it’s best to discontinue the counseling relationship. If there is information an individual wants to address within a context of individual

confidentiality, I can provide referrals to colleagues who can provide concurrent individual therapy. This policy is intended to maintain the integrity of the couple/family/NRA relationship.

#### **Submission to Insurance to Access Out-of-Network Benefits**

When a couple, family or NRA asks this office to send an electronic bill to their insurance company, in following insurance company policy, one member is considered the identified patient. A mental health condition will need to be present in order for insurance to consider the claim, so a diagnosis will be submitted if warranted.

#### **Record Keeping and Release**

Electronic records are kept jointly in only one file, as a default under the person listed first during the registration process. All parties must provide their consent to release counseling records. If one party does not provide consent, records will not be released.

## **MINORS ADDENDUM**

### **TO THERAPIST-PATIENT SERVICES AGREEMENT**

The following applies to patients under 18 years of age, who are not emancipated, and their parents:

#### **Authorization for Minor's Mental Health Treatment**

In order to authorize mental health treatment for your child, you must have either sole or joint legal custody of your child and be authorized to grant permission for medical treatment.

In the state of New Jersey, a minor over the age of 16 can consent to behavioral health services on a temporary outpatient basis without parental consent.

#### **Divorce**

If you are separated or divorced from the other parent of your child, please notify me immediately. I will ask you to provide me with a copy of the most recent custody decree that establishes custody rights of you and the other parent or otherwise demonstrates that you have the right to authorize treatment for your child.

If you are separated or divorced from the child's other parent, please be aware that it is my policy to notify the other parent that I am meeting with your child.

One risk of child therapy involves disagreement among parents and/or disagreement between parents and the therapist regarding the child's treatment. If such disagreements occur, I will strive to listen carefully so that I can understand your perspectives and fully explain my perspective. We can resolve such disagreements or we can agree to disagree, so long as this enables your child's therapeutic progress.

#### Individual Parent/Guardian Communications with Treating Professional

In the course of my treatment of your child, I may meet with the child's parents/guardians either separately or together. Please be aware, however, that, at all times, my patient is your child – not the parents/guardians nor any siblings or other family members of the child. If I meet with you or other family members in the course of your child's treatment, I will make notes of that meeting in your child's treatment records. Please be aware that those notes will be available to any person or entity that has legal access to your child's treatment record.

#### Disclosure of Minor's Treatment Information to Parents

Therapy is most effective when a trusting relationship exists between the psychologist and the patient. Privacy is especially important in earning and keeping that trust. As a result, it is important for children to have a "zone of privacy" where children feel free to discuss personal matters without fear that their thoughts and feelings will be immediately communicated to their parents. This is particularly true for adolescents who are naturally developing a greater sense of independence and autonomy.

It is my policy to provide you with general information about your child's treatment, but NOT to share specific information your child has disclosed to me without your child's agreement. This includes activities and behavior that you would not approve of — or might be upset by — but that do not put your child at risk of serious and immediate harm. However, if your child's risk-taking behavior becomes more serious, then I will need to use my professional judgment to decide whether your child is in serious and immediate danger of harm. If I feel that your child is in such danger, I will communicate this information to you.

**Example:** If your child tells me that he/she has tried alcohol at a few parties, I would keep this information confidential. If your child tells me that he/she is drinking and driving or is a passenger in a car with a driver who is drunk, I would not keep this information confidential from you. If your child tells me, or if I believe based on things I learn about your child, that your child is addicted to drugs or alcohol, I would not keep that information confidential.

**Example:** If your child tells me that he/she is having voluntary, protected sex with a peer, I would keep this information confidential. If your child tells me that, on several occasions, the child has engaged in unprotected sex with strangers or in unsafe situations, I will not keep this information confidential.

You can always ask me questions about the types of information I would disclose. You can ask in the form of “hypothetical situations,” such as: “If a child told you that he or she were doing \_\_\_\_\_, would you tell the parents?”

Even when we have agreed to keep your child’s treatment information confidential from you, I may believe that it is important for you to know about a particular situation that is going on in your child’s life. In these situations, I will encourage your child to tell you, and I will help your child find the best way to do so. Also, when meeting with you, I may sometimes describe your child’s problems in general terms, without using specifics, in order to help you know how to be more helpful to your child.

#### Disclosure of Minor’s Treatment Records

In New Jersey, minors age 14 and over must provide permission, along with the legal guardian, to provide information to a third party.

#### Disclosure of Minor’s Treatment Records to Parents

Although the laws of New Jersey may give parents the right to see any written records I keep about your child’s treatment, by signing this agreement, you are agreeing that your child or teen should have a “zone of privacy” in their meetings with me and you agree not to request access to your child’s written treatment records.

#### Parent/Guardian Agreement Not to Use Minor’s Therapy Information/Records in Custody Litigation

When a family is in conflict, particularly conflict due to parental separation or divorce, it is very difficult for everyone, particularly for children. Although my responsibility to your child may require my helping to address conflicts between the child’s parents, my role will be strictly limited to providing treatment to your child. You agree that in any child custody/visitation proceedings, neither of you will seek to subpoena my records or ask me to testify in court, whether in person or by affidavit, or to provide letters or documentation expressing my opinion about parental fitness or custody/visitation arrangements.

Please note that your agreement may not prevent a judge from requiring my testimony, even though I will not do so unless legally compelled. If I am required

to testify, I am ethically bound not to give my opinion about either parent's custody, visitation suitability, or fitness. If the court appoints a custody evaluator, guardian *ad litem*, or parenting coordinator, I will provide information as needed, if appropriate releases are signed or a court order is provided, but I will not make any recommendation about the final decision(s). Furthermore, if I am required to appear as a witness or to otherwise perform work related to any legal matter, the party responsible for my participation agrees to reimburse me at the rate of \$350 per hour for time spent traveling, speaking with attorneys, reviewing and preparing documents, testifying, being in attendance, and any other case-related costs.