



PSYCHOTHERAPIST-PATIENT SERVICES AGREEMENT OFFICE POLICIES & GENERAL INFORMATION

Welcome to my practice. 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, which is attached to this Agreement, 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 by the end of the first appointment. Although these documents are long and sometimes complex, it is very important that you read them carefully. 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.

PSYCHOLOGICAL SERVICES

Psychotherapy is not easily described in general statements. It varies depending on the personalities of the psychologist and patient, and the particular problems you are experiencing. Because you will be putting a good deal of time, money, and energy into therapy, you should choose a therapist carefully. You should feel comfortable with the therapist you choose, and hopeful about the therapy. My approach to therapy is active, collaborative and solution oriented. As I help you change, however, I will help you recognize that there are aspects of our experiences as human beings that are painful and cannot be changed. I strive to help clients achieve a balance between change and acceptance. I work with clients in a manner that is empathic to distress and respectful of strengths. I use treatment approaches that are, where possible, based on methods proven effective by research. During the course of therapy I am likely to draw on various psychological approaches according, in part, to the problem being treated and my assessment of what will best benefit you. However, I am most likely to draw on cognitive-behavioral approaches. Cognitive-behavioral methods have been shown in controlled studies to provide effective treatment for numerous clinical problems. Therapy is short-term whenever possible. Therapy goals focus on solving concrete



problems. Typical goals include: reduce depressive symptoms, eliminate panic attacks, reduce or eliminate compulsive rituals, improve relationships with others, decrease social isolation, increase ways of coping with difficult situations.

Treatment Plan

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 you need in order to meet your treatment goals. I do not accept clients who, in my opinion, I cannot help. In such case I will give you a number of referrals that you can contact. I view therapy as a partnership between us. Psychotherapy is not like visiting a medical doctor. It requires your very active involvement. It requires your best efforts to change thoughts, feelings, and behaviors. For example, I want you to tell me about important experiences, what they mean to you, and what strong feelings are involved. This is one of the ways you are an active partner in therapy.

I expect us to plan our work together. In our treatment plan we will list the areas to work on, our goals, the methods we will use, the time and money commitments we will make, and any other things necessary to achieve goals. I expect us to agree on a plan that we will both work hard to follow. From time to time, we will look together at our progress and goals. If we think we need to, we can then change our treatment plan, its goals, and its methods.

An important part of your therapy will be practicing new skills that you will learn in our sessions. I will ask you to practice outside our meetings, and we will work together to set up homework assignments for you. I might ask you to do exercises, to keep records, and perhaps to do other tasks to deepen your learning. You will probably have to work on relationships in your life and make long-term efforts to get the best results. These are important parts of personal change. Change will sometimes be easy and quick, but more often it will be slow and frustrating, and you will need to keep trying. There are no instant, painless cures and no “magic pills.” However, you *can* learn new ways of looking at your problems that will be very helpful for changing your feelings and reactions.

Most of my clients see me once a week for 3 to 4 months. After that, we meet less often for several more months. Therapy then usually comes to an end. The process of ending therapy, called “termination,” can be a very valuable part of our work. You have the right to terminate therapy at any time. Stopping therapy should not be done casually, although either of us may decide to end it if we believe it is in your best interest. If you wish to stop therapy at any time, I ask that you agree



now to meet then for at least one session to review our work together. We will review our goals, the work we have done, any future work that needs to be done, and our choices. If you miss an appointment without contacting me and do not contact me within two weeks or do not respond to my attempts to contact you, I will assume you no longer wish to remain in treatment and I will close your case. If at any point in your therapy I assess that I am not effective in helping you reach your therapeutic goals, I will discuss it with you and, if appropriate, terminate treatment. In such case, I will give you a number of referrals that may be of help to you. If you request it and authorize it in writing, I will talk to the psychotherapist of your choice in order to help with the transition. If at any time you want another professional's opinion or wish to consult with another therapist, I will assist you in finding someone qualified, and if I have your written consent, will provide her or him with the essential information needed.

The Benefits and Risks of Therapy

As with any powerful treatment, there are some risks as well as many benefits with therapy. You should think about both the benefits and risks when making any treatment decisions. Participation in therapy can result in a number of benefits to you, including improving interpersonal relationships and resolution of the specific concerns that led you to seek therapy. During evaluation or therapy, remembering or talking about unpleasant events, feelings, or thoughts can result in your experiencing considerable discomfort or strong feelings of anger, sadness, worry, fear, or anxiety. I may challenge some of your assumptions or perceptions or propose different ways of looking at, thinking about, or handling situations that cause you to feel very upset, angry, depressed, challenged, or disappointed. Attempting to resolve issues that brought you to therapy in the first place, such as personal or interpersonal relationships, may result in changes that were not originally intended. Psychotherapy may result in decisions about changing behaviors, employment, substance use, schooling, housing, or relationships. Sometimes a decision that is positive for one family member is viewed quite negatively by another family member. Change will sometimes be easy and swift, but more often it will be slow and even frustrating. Most of these risks are to be expected when people are making important changes in their lives. Finally, even with our best efforts, there is a risk that therapy may not work out well for you and there are no guarantees of what you will experience.

While you consider these risks, you should know also that the benefits of therapy have been shown by scientists in hundreds of well-designed research studies. People who are depressed may find their mood lifting. Others may no longer feel afraid, angry, or anxious. In therapy, people have a



chance to talk things out fully until their feelings are relieved or the problems are solved. Clients' relationships and coping skills may improve greatly. They may get more satisfaction out of social and family relationships. Their personal goals and values may become clearer. They may grow in many directions—as persons, in their close relationships, in their work or schooling, and in the ability to enjoy their lives. Above all, many clients value and benefit from being supported, valued and truly heard in therapy. I do not take on clients I do not think I can help. Therefore, I will enter our relationship with optimism about our progress.

Consultations

If you could benefit from a treatment I cannot provide, I will help you to get it. You have a right to ask me about such other treatments, their risks, and their benefits. Based on what I learn about your problems, I may recommend a medical exam or use of medication. If I do this, I will fully discuss my reasons with you, so that you can decide what is best. If you are treated by another professional, I will coordinate my services with them and with your own medical doctor.

If for some reason treatment is not going well, I might suggest you see another therapist or another professional in addition to me. As a responsible person and ethical therapist, I cannot continue to treat you if my treatment is not working for you. If you wish for another professional's opinion at any time, or wish to talk with another therapist, I will help you find a qualified person and will provide him or her with the information needed.

What to Expect from Our Relationship

As a professional, I will use my best knowledge and skills to help you. This includes following the standards of the American Psychological Association, or APA. In your best interests, the APA puts limits on the relationship between a therapist and a client, and I will abide by these. Let me explain these limits, so you will not think they are personal responses to you.

First, state laws and the rules of the APA require me to keep what you tell me confidential (that is, private). You can trust me not to tell anyone else what you tell me, except in certain limited situations. I explain what those are in the "Limits on Confidentiality" section. I do not reveal who my clients are. This is part of my commitment to maintain your privacy. If we meet on the street or socially, I may not say hello or talk to you very much. My behavior will not be a personal reaction to you, but a way to maintain the confidentiality of our relationship. Similarly, I do not accept friend



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or contact requests on any social networking sites from current or former clients as I believe that this may compromise confidentiality.

Second, in your best interest, and following the APA's standards, I can only be your therapist. I cannot have any other role in your life. I cannot, now or ever, be a close friend or socialize with any of my clients. I cannot be a therapist to someone who is already a friend. I can never have a sexual or romantic relationship with any client during, or after, the course of therapy. I cannot have a business relationship with any of my clients, other than the therapy relationship.

APPOINTMENTS

Appointments typically consist of 55-minute sessions. An appointment is a commitment to our work. We agree to meet at my office and to be on time. If I am ever unable to start on time, I ask your understanding. I also assure you that you will receive the full time agreed to. If you are late, we will probably be unable to meet for the full time, because it is likely that I will have another appointment after yours.

I will consider our meetings very important and ask you to do the same. Since scheduling of an appointment involves the reservation of time specifically for you, a minimum of 24 hours' notice is required for re-scheduling or canceling an appointment. Except for unpredictable emergencies, I will charge my full fee for any appointment that is not kept or is cancelled with less than 24 hours' notice. **It is important to note that insurance companies do not provide reimbursement for cancelled sessions so you will be responsible for paying the full fee.**

PROFESSIONAL FEES

For an individual therapy session of 50 minutes, the fee is \$120 unless we have made prior arrangements. This is also the hourly cost 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 15 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 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 \$350 per hour for preparation and attendance at any legal proceeding. Please note that my practice does not include forensic



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psychology so I will not take on any client who anticipates my involvement in any legal proceedings.

TELEPHONE AND EMERGENCY PROCEDURES

Contacting Me

Due to my work schedule, I am typically not immediately available by telephone. If you need to contact me between sessions, please leave a message with my voice mail at (770) 216-0460 and your call will be returned as soon as possible. I check my messages several times a day, unless I am out of town. I will make every effort to return your call on the same day you make it, with the exception of weekends and holidays. If an emergency situation arises, please indicate that in your message and I will respond as soon as I am able. If you are unable to reach me and feel that you can't wait for me to return your call dial 911 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.

If I Need to Contact Someone about You

If there is an emergency during our work together, or I become concerned about your personal safety, I am required by law and by the rules of my profession to contact someone close to you—perhaps a relative, spouse, or close friend. I am also required to contact this person, or the authorities, if I become concerned about your harming someone else. Please write down the name and information of your chosen contact person in the blanks provided:

Name: _____

Address: _____

Phone: _____ Relationship to you: _____

ELECTRONIC COMMUNICATIONS POLICY

It is very important to be aware that e-mail and cell phone communications can be relatively easily accessed by unauthorized people and hence, privacy and confidentiality of such communication can be compromised. E-mails, in particular, are vulnerable to such unauthorized access due to the fact that servers have unlimited and direct access to all e-mails that go through them. All emails are retained in the logs of your and my Internet service providers. While it is unlikely that someone

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will be looking at these logs, they are, in theory, available to be read by the system administrator(s) of the Internet service provider. Please do not email me content related to your therapy sessions, the difficulties you are having, or anything requiring an urgent response. I will limit my contact with you by email to protect your privacy and confidentiality. I will only respond to email requests for straightforward administrative matters such as changing or rescheduling appointments. Please notify me if you decide to avoid or limit the use of email or cell phone communications. Please be aware that I routinely use my cell phone, when I am out of the office, to access my messages and contact clients in order to provide clients with the fastest response time.

I do not accept friend requests or contact requests from current or former clients on any social networking site (Facebook, LinkedIn, etc). I believe that adding clients as friends or contacts on these sites can compromise your confidentiality and our respective privacy. It may blur the boundaries of our therapeutic relationship.

Note that I will not follow current or former clients on blogs, Twitter or other sites. My reasoning is that I believe casual viewing of clients' online content outside of the therapy hour can create confusion in regard to whether it's being done as a part of your treatment or to satisfy my personal curiosity. In addition, viewing your online activities without your consent and without our explicit arrangement towards a specific purpose could potentially have a negative influence on our working relationship. If there are things from your online life that you wish to share with me, please bring them into our sessions where we can view and explore them together, during the therapy hour.

Please do not use SMS (mobile phone text messaging) or messaging on Social Networking sites such as Twitter, Facebook, or LinkedIn to contact me. These sites are not secure, may compromise confidentiality and will not get to me in a timely fashion.

If you used location-based services on your mobile phone, you may wish to be aware of the privacy issues related to using these services. I do not place my practice as a check-in location on various sites such as Foursquare, Gowalla, Loopt, etc. However, if you have GPS tracking enabled on your device, it is possible that others may surmise that you are a therapy client due to regular check-ins at my office on a weekly basis. Please be aware of this risk if you are intentionally "checking in," from my office or if you have a passive LBS app enabled on your phone



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).
- I also have a contract with a billing service that I use. As required by HIPAA, I have a formal business associate contract with this business, 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.

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-patient privilege law. I cannot provide any information without your written authorization, or a court order. If you are involved in or contemplating litigation, you should consult with

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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, and I am providing treatment related to the claim, I must, upon appropriate request, furnish copies of all medical reports and bills.

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 reason to believe that a child has been abused, the law requires that I file a report with the appropriate governmental agency, usually the Department of Human Resources. Once such a report is filed, I may be required to provide additional information.
- If I have reasonable cause to believe that a disabled adult or elder person has had a physical injury or injuries inflicted upon such disabled adult or elder person, other than by accidental means, or has been neglected or exploited, I must report to an agency designated by the Department of Human Resources. Once such a report is filed, I may be required to provide additional information.
- If I determine that a patient presents a serious danger of violence to another, I may be required to take protective actions. These actions may include notifying the potential victim, and/or contacting the police, and/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. You are entitled to receive a copy of the records unless I believe that seeing them would be emotionally damaging. 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 \$0.50 per page (and for certain other expenses). If I refuse your request for access to your records, you have a right of review (except for information provided to me confidentially by others) which I will discuss with you upon request.

PATIENT RIGHTS

HIPAA provides you with 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

Patients under 18 years of age who are not emancipated and their parents should be aware that the law allows parents to examine their child's treatment records unless I believe that doing so would endanger the child or we agree otherwise. Parents are important and essential partners in treatment. Therefore, I will keep parents fully informed about their child's progress in treatment.

Because privacy in psychotherapy is often crucial to successful progress, particularly with teenagers, I may under very rare and unusual circumstances 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.

BILLING AND PAYMENTS

You will be expected to pay for each session at the time it is held. Other payment or fee arrangements must be worked out before the end of our first meeting. 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 patient's treatment is his/her name, the nature of services provided, and the amount due.

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. If I am a participant provider for your insurance company, my fee is that contracted with your insurance company and you will be responsible for any co-pay and or deductible. I will submit insurance claims forms for you 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 should they not cover all of the services provided. If I am not a participant provider for your insurance company, some of my fees may be reimbursable to you by the insurance company if they allow for out-of-network providers. If this is the case, my full fee will be charged and due at the time of services, I will submit the claim forms for you and the insurance company will reimburse you directly.

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



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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.

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 entire Clinical Record. In such situations, I will make every effort to release only the minimum information about you that is necessary for the purpose requested. 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 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.

AGREEMENT

Your signature below indicates that you have read the information in this document and agree to abide by its terms during our professional relationship

I understand that after therapy begins I have the right to withdraw my consent to therapy at any time, for any reason. However, I will make every effort to discuss my concerns about my progress with you before ending therapy.

I understand that no specific promises have been made to me by this therapist about the results of treatment, the effectiveness of the procedures used by this therapist, or the number of sessions necessary for therapy to be effective.



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I have read, or have had read to me, the issues and points in this agreement I have discussed those points I did not understand, and have had my questions, if any, fully answered. I agree to act according to the points covered in this agreement.

Signature of client (or person acting for client)

Date

Printed name

Relationship to client:

Self Parent Legal guardian

Other person authorized to act on behalf of the client