

FRY HEALTH

Therapist-Client Services Agreement

Welcome to Fry Health. This 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 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 session.

Although these documents are long and sometimes complex, it is very important that you read them carefully. I 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 we have taken action 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.

ABOUT PSYCHOTHERAPY

Individuals consult with psychologists for a variety of reasons. I will make every effort to respect your individual needs and goals in treatment. The therapy process involves a working partnership between you and your psychologist. My work may include a variety of activities, and for optimum outcomes to occur, your active participation is essential. I will attempt to help you achieve your goals, but I cannot guarantee that the outcome will be what you now seek. In addition, change is often accompanied by feeling states that can be distressing. You may experience moments of frustration, anxiety, feelings of depression, self-doubt, and confusion. While I am a trained, licensed and experienced psychologist, I cannot guarantee change nor can I promise that all problems will be resolved.

PROFESSIONAL FEES

The fee for an initial consultation (45 minutes) is \$160.00. During the consultation, we will agree on the frequency of future visits, which will usually be 45 minutes (\$140.00). Longer or shorter visits may be scheduled at times, and will be charged at the rate of \$140.00 for 45 minute time segments.

Other fees:

1. Telephone consultations with you, or on your behalf, may be billed at a rate proportionate to the rate for therapy. Written communications to you or on your behalf will also be billed at a similar rate (e.g. letter preparation or email consultation).
2. Letter requests will be \$100.
3. The fee for returned checks is \$30.00.
4. Any court appearance, deposition, or the provision of documents for any attorney or for the court will be billed at a rate of \$200 per hour, and will include preparation and travel time. Insurance does not cover these services. You may be asked to pay for time reserved in advance or pay a retainer, either of which is necessary before the court appearance or deposition can occur.
5. Psychological assessments/evaluations are charged at the rate of \$170 per unit of time required for administration, scoring, interpretation, and report. Normally, one hour is charged for scoring, interpretation and report-writing. Certain reports that require substantially more time, detail and length (e.g. college reports that have to be written in ADA format) may require a 2-hour charge for scoring, interpretation and report-writing.

Payment is due at the time of service. You may use a credit card, check or cash to pay for these services.

Dr. Fry does not accept insurance and is considered an out of network provider. She will gladly provide a superbill if you decide to submit to your insurance company.

CANCELLATION/ NO SHOW POLICY

If someone fails to appear for a scheduled appointment, I am not able to fill in that time with another client. Additionally, when appointments are cancelled less than 24 hours before the appointment, it makes it difficult to fill the time.

If you provide 24 hours notice of your intention not to use one of your appointments, I will not charge you for the time. **If you fail to provide 24-hour notice, regardless of the reason for absence, then you will be charged for the scheduled time, at the full hourly rate.**

CONTACT INFORMATION

My office hours are as follows:

9:00 a.m. to 3:00 p.m., Monday, Tuesday, Wednesday, and Thursday

For emergencies after hours, I can be reached at the following number:

Dr. Fry 205-908-8070

If you are unable to reach me and feel that you cannot wait for me to return your call, contact your family physician or the nearest emergency room, and ask for the 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.

Messages are checked often and calls returned promptly. Late afternoon messages left will be answered the morning of the next business day. Please do not ever leave an urgent message on voicemail.

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 our treatment to others if you sign a written Authorization form that meets certain legal requirements imposed by HIPPA. There are other situations that require only that we provide written, advanced consent. Your signature on this Agreement provides consent for those activities, as follows.

I may occasionally find it helpful to consult with other health and mental health professionals about a case. During a consultation, we make every effort to avoid revealing the identity of our 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 it is important to our work together. I will note all consultations in your Clinical Record (which is called "PHI" in our Notice of Psychologist's Policies and Practices to Protect the Privacy of Your Health Information).

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 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 or contemplating litigation, you should consult with your attorney to determine whether a court would be likely to order us to disclose information.

If the Alabama Board of Examiners in Psychology is requesting the information for an investigation of our practice, we are required to provide it for them.

If a patient files a complaint or lawsuit against one of us, we may disclose

relevant information regarding that patient in order to defend ourselves.

If a patient files a worker's compensation claim, we may disclose information relevant to that claim to the patient's employer or the insurer.

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 know or suspect that a child under the age of 18 has been abused or neglected, the law requires that we file a report with the appropriate governmental agency, usually the Alabama Department of Human Resources (DHR). Once such a report is filed, I may be required to provide additional information.

If I know or suspect that an elderly or disabled adult has been abused, neglected, exploited, sexually or emotionally abused, the law requires that I file a report with the appropriate governmental agency, usually DHR. Once such a report is filed, I may be required to provide additional information.

If I believe that disclosing information about you is necessary to prevent or lessen a serious and imminent threat to the health and safety of an identifiable person(s), I may disclose that information, but only to those reasonably able to prevent or lessen the threat.

If one of these situations 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. In situations where specific advice is required, formal legal advice may be needed.

PROFESSIONAL RECORDS

You should be aware that, pursuant to HIPAA, I keep Protected Health Information about you in two sets of professional records. One set constitutes your Clinical Record. It includes information about your reasons for seeking therapy, a description of the ways in which your problem impacts on your life, your diagnosis, the goals that we set for treatment, your progress towards those goals, your medical and social history, your treatment history, any past treatment records that we receive from other providers, reports of any professional consultations, your billing records, test results, and any reports that have been sent to anyone, including reports to your insurance carrier. If you provide us with an appropriate written request, you have the right to examine and/or receive a copy of your records, except in unusual circumstances that involve danger to you or others. In those situations, you have a right to have your record sent to another

mental health provider. In most situations, I am allowed to charge a copying fee of \$1.00 (one dollar) per page (and certain other expenses). The exceptions to this policy are contained in the attached Notice Form. If we refuse your request for access to your records, you have a right of review, which we will discuss with you upon request.

In addition, I may also keep a set of Psychotherapy Notes. These notes are for our own use, and are designed to assist us in providing you with the best treatment. While the contents of Psychotherapy Notes vary from client to client, they can include the contents of our conversations, our analysis of those conversations, and how they impact on your therapy. They also contain particularly sensitive information that you may reveal to us that is not required to be included in your Clinical Record. These Psychotherapy Notes are kept separate from your Clinical Record. While insurance companies can request and receive a copy of your Clinical Record, they cannot receive a copy of your Psychotherapy Notes without your Authorization. Insurance companies cannot require your Authorization as a condition of coverage nor penalize you in any way for your refusal. You may examine and/or receive a copy of your Psychotherapy Notes unless I determine that such disclosure would be reasonably likely to be detrimental to your health. 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 our presence, or have them forwarded to another mental health professional so you can discuss the contents.

PATIENT RIGHTS

HIPAA provides you with several new or expanded rights with regard to your Clinical Record and disclosures of protected health information. These rights include requesting that I amend your record; requesting restrictions on what information from your Clinical Record is disclosed to others; requesting an accounting of most disclosures of protected health information that you have neither consented to nor authorized; determining the location to which protected information disclosures are sent; having any complaints you make about our policies and procedures recorded in your records; and the right to a paper copy of this Agreement, the attached Notice form, and our privacy policies and procedures. I will be happy to discuss any of these rights with you.

MINORS & PARENTS

For therapy with children under the age of 14, it is our policy to request an agreement in which parents (or guardians) consent to give up access to the child's records. If a diagnostic evaluation or assessment is requested, I will discuss findings, results, and treatment plans with you. Most of the minors I see are brought voluntarily by their parents and come with parental knowledge. In such circumstances, parents are often understandably curious about the treatment of their children. It is my position, however, that young people need to develop trust in their therapist and need some degree of security and privacy. Therefore, I specifically request that you limit your inquiry about the

details of their therapy. I need you to know that I will, indeed, bring to your attention matters that I believe are important for you to know, and I request that you trust our judgment about this important issue. I also hope that you will refrain from asking your child what has transpired in therapy or diagnostic sessions.

If your child is 14 or over, I cannot discuss anything about evaluation or treatment with you without the written Authorization from your child.

BILLING AND PAYMENTS

You will be expected to pay for each session at the time it is held. Dr. Fry does not accept insurance, but she will gladly provide a superbill if you would like to submit to your insurance company.

E-Mail Communication

E-mail is used for appointment confirmation and may be used, per the patient's request, to communicate information in between scheduled appointment times. If you would rather not use e-mail and prefer phone contact, that is not a problem and can be arranged easily. If this is the case, please let Dr. Fry know at the initial session.

YOUR SIGNATURE BELOW INDICATES THAT YOU HAVE READ THIS AGREEMENT AND AGREE TO ITS TERMS.

Printed name of Patient

Signature of Patient (Parent or legal guardian, if child is under age 14) Date signed