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Psychological Services Agreement

Welcome to Triangle Psychological Services. Please read this information carefully. 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 new 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. The Notice, which is found on our website (trypsych.com) or attached to this document, explains HIPAA and its application to your personal health information in greater detail. The law requires that we obtain your signature acknowledging that your clinician has provided you with this information by the end of your first session. Although these documents are long and sometimes complex, it is very important that you read them carefully before our next session. You and your clinician can discuss any questions you have about the procedures at that time. When you sign this document, it will also represent an agreement between you and Triangle Psychological Services. You may revoke this Agreement in writing at any time. That revocation will be binding on us 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. Triangle Psychological Services reserves the right to change the privacy policies and practices described in this agreement at any time and will provide you with a revised notice by mail.

PSYCHOLOGICAL SERVICES

Our professionals are licensed and/or certified in their discipline with the State of North Carolina and have education, training & experience working clinically with children, families, and/or adults. Dr. Patti Zordich, owner, is a Licensed Psychologist-Health Provider and a North Carolina Licensed Psychologist who has been working with children, families and adults for over 21 years. If the problems you or your family are experiencing are outside of our expertise, you will be provided with appropriate referrals to other professionals.

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. There are many different methods we may use to deal with the problems that you hope to address. Psychotherapy is not like a medical doctor visit.

Instead, it calls for a very active effort on your part. In order for the therapy to be most successful, you will have to work on things we talk about both during our sessions and at home.

Psychotherapy can have benefits and risks. Since therapy often involves discussing unpleasant aspects of your life, you may experience uncomfortable feelings like sadness, guilt, anger, frustration, loneliness, and helplessness. On the other hand, psychotherapy has also been shown to have many benefits. Therapy often leads to a higher quality of life, better relationships, solutions to specific problems, and significant reductions in feelings of distress. But there are no guarantees of what you will experience.

The first few sessions will involve an evaluation of your needs. By the end of the evaluation, your clinician will be able to offer you some first impressions of what your work will include and a treatment plan to follow, if you decide to continue with therapy. You should evaluate this information along with your own opinions of whether you feel comfortable working with your clinician. Therapy involves a large commitment of time, money, and energy, so you should be very careful about the therapist you select. If you have questions about our procedures, you and your clinician should discuss them whenever they arise. If your doubts persist, we will be happy to help you set up a meeting with another mental health professional for a second opinion.

MEETINGS

We normally conduct an evaluation that will last from 2 to 4 sessions. During this time, you and your clinician can both decide if she is the best person to provide the services you need in order to meet your treatment goals. If psychotherapy is begun, one 45-minute session (one appointment hour of 45 minutes duration) will be scheduled per week at an agreed upon time, although some sessions may be longer or more frequent. Please understand that regular clients are usually scheduled on the same time and day each week. Priority in scheduling sessions is given to clients who are seen weekly, although every effort will be made to schedule regular bimonthly or monthly sessions.

Once an appointment hour is scheduled, you will be expected to pay the cancellation fee unless you provide 24 hours advance notice of cancellation, unless you and your clinician both agree that you were unable to attend due to circumstances beyond your control (such as unpredictable crisis or illness). It is important to note that insurance companies do not provide reimbursement for cancelled sessions.

PROFESSIONAL FEES

Our hourly fees can be found on the Schedule of Fees document included with this document. The hourly fee is charged for other services including report writing, telephone conversations lasting longer than 10 minutes, consulting with other professionals with your permission, preparation of records or treatment summaries, and the time spent performing any other service agreed upon. If you become involved in legal proceedings that require our participation, you will be expected to pay for all of our professional time in increments of 4 hours. That

would include preparation, report writing, waiting for the legal proceeding to begin, and transportation costs, even if your clinician is called to testify by another party. Because of the difficulty of legal involvement, TPS charges \$200 per hour for preparation and attendance at any legal proceeding. This cost is not reimbursable through insurance plans.

CONTACTING US

We are often not immediately available by telephone. Our telephone is answered by voicemail that is monitored frequently. Every effort is made to return your call on the same day you make it, with the exception of weekends and holidays. If you call and have not heard back within 24 hours of your call your message may not have been received so please call back in that case! **Please note that when returned calls are made after our regular office hours, our phones outside of the office are blocked for caller ID and if your phone(s) are blocked as well, we will be unable to reach you directly.** If you are difficult to reach, please inform us times and numbers on an unblocked phone when you will be available. If you are unable to reach your clinician and feel that you can't wait for a return your call, contact your family physician or the nearest emergency room and ask for the psychologist [psychiatrist] on call, or the Holly Hill Hospital Respond Line at 919.250.7000. If your clinician will be unavailable for an extended time, you will be provided with the name of a colleague to contact, if necessary.

LIMITS ON CONFIDENTIALITY

The law protects the privacy of all communications between a patient and a psychologist. In most situations, 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, every effort is made 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 that it is important to our work together. All consultations will be noted 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).
- You should be aware that Triangle Psychological Services has contracts with billing services, an accountant, a bookkeeper, our malpractice carrier and a lawyer. As required by HIPAA, we have a

formal business associate contract with these businesses, in which they promise to maintain the confidentiality of this practice data except as specifically allowed in the contract or otherwise required by law. If you wish, we can provide you with the names of these organizations and/or a blank of this contract.

- Disclosures required by health insurers or to collect overdue fees are discussed elsewhere in this Agreement.
- If a patient seriously threatens to harm himself/herself, your clinician 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 the professional services we provided to you, such information is protected by the psychologist-patient privilege law. We cannot provide any information without your 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, 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 we are treating a patient who files a worker's compensation claim, we may, upon appropriate request, be required to provide otherwise confidential information to your employer.

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 I may have to reveal some information about a patient's treatment. These situations are unusual in our practice.

If we have reason to believe that a child whom we are evaluating or treating is an abused child, the law requires that we file a report with the appropriate government agency, usually the Department of Public Welfare. Once such a report is filed, we may be required to provide additional information.

If we have reason to believe that an elderly person or other adult is in need of protective services (regarding abuse, neglect, exploitation or abandonment), the law allows us to report this to appropriate authorities, usually the Department of Aging, in the case of an elderly person. Once such a report is filed, we may be required to provide additional information.

If we believe that one of our patients presents a specific and immediate threat of serious bodily injury regarding a specifically identified or a reasonably identifiable victim and he/she is likely to carry out the threat or intent, we may be required to take protective actions, such as warning the potential victim, contacting the police, or initiating proceedings for hospitalization.

If such a situation arises, your clinician will make every effort to fully discuss it with you before taking any action and will limit the 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 you and your clinician 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

You should be aware that, pursuant to HIPAA, Triangle Psychological Services keeps Protected Health Information (PHI) 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 are received from other providers, reports of any professional consultations, your billing records, and any reports that have been sent to anyone, including reports to your insurance carrier. Except in unusual circumstances that involve danger to yourself and others or where information has been supplied to me by others confidentially, or the record makes reference to another person (unless such other person is a health care provider) and your clinician believes that access is reasonably likely to cause substantial harm to such other person, 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, Triangle Psychological Services

recommends 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 circumstances, Triangle Psychological Services is allowed to charge a copying fee per page (and for certain other expenses). The exceptions to this policy are contained in the attached Notice Form. If your request for access to your records is refused, you have a right of review (except for information supplied to me confidentially by others) which will be discussed with you upon request.

In addition, we may also keep a set of Psychotherapy Notes. These Notes are for our own use and are designed to assist your clinician in providing you with the best treatment. While the contents of Psychotherapy Notes vary from client to client, they can include the contents of your conversations with your clinician, your clinician's analysis of those conversations, and how they impact on your therapy. They also contain particularly sensitive information that you may reveal to your clinician that is not required to be included in your Clinical Record. These Psychotherapy Notes are kept separate from your Clinical Record. Your Psychotherapy Notes are not available to you and cannot be sent to anyone else, including insurance companies without your written, signed Authorization. Insurance companies cannot require your authorization as a condition of coverage nor penalize you in any way for your refusal to provide it.

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 your clinician 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. We are happy to discuss any of these rights with you.

MINORS & PARENTS

Triangle Psychological Services respects the right of children to independently consent to and receive mental health treatment. While privacy in psychotherapy is very important, particularly with teenagers, parental involvement is also essential to successful treatment and this requires that some private information disclosed by a child or teen be shared with parents. It is our policy not to provide treatment to a child or teen under 16 unless he agrees that his clinician can share whatever information is considered necessary with his/her parents. For teens 16 and over, we request an agreement with our client allowing us to share general information about the progress of the teen's treatment and his/her attendance at scheduled sessions with his/her parents. We expect parents or guardians to respect that communication between clinician and their child/teen/ward is confidential. The

exception would be if we believe that the child is in danger or is a danger to someone else. In such a case, parents will be notified of our concern. Before giving parents any information, the clinician will discuss the matter with the child or teen, if possible, and do her best to handle any objections he may have.

BILLING/PAYMENTS/INSURANCE REIMBURSEMENT

Please read the TPS Financial Policy attached to this document or on the “Appointment Preparation” page of our website (www.trypsych.com).

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, our insurance billing manager (Gayle West, D & G Billing Associates, LLC, 919-266-2619) will provide you with whatever information she can based on her experience, information she receives from the insurance company and will be happy to help you in understanding the information you receive from your insurance company.

Triangle Psychological Services suggests that you consider the following when making your decision whether or not to use your health insurance to cover the costs of psychological services. Due to the rising costs of health care, insurance benefits have increasingly become more complex. It is sometimes difficult to determine exactly how much mental health coverage is available. “Managed Health Care” plans such as HMOs and PPOs often require authorization before they provide reimbursement for mental health services. These plans are often limited to short-term treatment approaches designed to work out specific problems that interfere with a person’s usual level of functioning. It may be necessary to seek approval for more therapy after a certain number of sessions. While much can be accomplished in short-term therapy, some patients feel that they need more services after insurance benefits end. Some managed-care plans will not allow me to provide services to you once your benefits end. You should also be aware that your contract with your health insurance company requires that the mental health provider submit to them your clinical, personal information relevant to the psychological services you are receiving. A clinical diagnosis is required. Sometimes submission of additional clinical information such as treatment plans or summaries, or copies of your entire Clinical Record is required. 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. Although the insurance companies agree to the importance of protect this clinical information, there are many instances where privacy agreements have been breached. (See *Spread of Records Stirs Patient Fears of Privacy Erosion*, The Wall Street Journal, Tuesday, December 26, 2006, & “You Thought It Was Private” by Dana Ackley, Ph.D. at www.trypsych.com (on the "Appointment Preparation" page). We will provide you with a copy of any report submitted to a health insurance company you request. By signing this Agreement, you agree that Triangle Psychological Services can provide requested information to your carrier.

Your signature on the Notice & Consent Signature Form indicates that you have read the information in this document and agree to abide by its terms during our professional relationship.

Rev. 1/09

My signature indicates that I have read, understand, and Consent to this Psychological Services Agreement.

Signature of Client
(parent/guardian signature if client is under 18)

Date