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## **NOTICE OF PRIVACY POLICIES AND PRACTICES**

This Notice describes how your psychological and medical information may be used and disclosed, and how you can get access to this information.

### **I. Uses and Disclosures for Treatment, Payment, and Health Care Operations**

I may use or disclose your protected health information (PHI) for treatment, payment, and health care operations purposes with your written authorization. To help clarify these terms, here are some definitions:

- PHI – information in your health records that could identify you.
- Treatment – when I provide, coordinate, or manage your health care and other services related to your health care. An example of treatment would be when I consult with another health care provider, such as your family physician or another psychologist.
- Payment – when I obtain reimbursement for your healthcare.
- Health Care Operations – activities that relate to the performance and operation of my practice. Examples of health care operations are quality assessment and improvement activities, business-related matters such as audits and administrative services, and case management and care coordination.
- Use – applies only to activities within my practice, such as sharing, employing, applying, utilizing, examining, and analyzing information that identifies you.
- Disclosure – applies to activities outside of my practice, such as releasing, transferring, or providing access to information about you to other parties.
- Authorization – your written permission to disclose confidential mental health information. All authorizations to disclose must be on a specific legally required form.

### **II. Other Uses and Disclosures Requiring Authorization**

I may use or disclose PHI for purposes outside of treatment, payment, or health care operations when your appropriate authorization is obtained. In those instances when I am asked for information for purposes outside of treatment, payment, or health care operations, I will obtain an authorization from you before releasing this information.

You may revoke all such authorizations (of PHI) at any time, provided each revocation is in writing. You may not revoke an authorization to the extent that (1) I have relied on that authorization; or (2) if the authorization was obtained as a condition of obtaining insurance coverage, law provides the insurer the right to contest the claim under the policy.

### **III. Uses and Disclosures without Authorization**

I may use or disclose PHI without your consent or authorization in the following circumstances:

- Child Abuse – If I have reason to suspect that a child has been subjected to abuse or neglect, I must report this belief to the appropriate authorities.
- Adult and Domestic Abuse – I may disclose PHI regarding you if I reasonably believe you are a victim of abuse, neglect, self-neglect, or exploitation.
- Health Oversight Activities – If I receive a subpoena from the Maryland Board of Examiners of Psychologists because they are investigating my practice, I must disclose any PHI requested by the Board.
- Judicial and Administrative Proceedings – If you are involved in a court proceeding and a request is made for information about your diagnosis and treatment or records thereof, such information is privileged under state law, and I will not release information without your written authorization or a court order. The privilege does not apply when you are being evaluated for a third party or where the evaluation is court ordered. You will be informed in advance if this is the case.

- Serious Threat to Health or Safety – If you communicate to use a specific threat of harm against another individual or if I believe there is clear, imminent risk of physical or mental injury being inflicted against another individual, I may make disclosures that I believe are necessary to protect that individual from harm. If I believe that you present an imminent, serious risk of physical or mental injury or death to yourself, I may make disclosures I consider necessary to protect you from harm.

#### **IV. Patient's Rights and Psychologist's Duties**

##### **Patient's Rights:**

- Right to Request Restrictions – You have the right to request restrictions on certain uses and disclosures of PHI. However, I am not required to agree to a restriction you request.
- Right to Receive Confidential Communications by Alternative Means and at Alternative Locations – You have the right to request and receive confidential communications of PHI by alternative means and at alternative locations. (For example, you may not want a family member to know you are seeing a therapist. On your request, I will send your bills to another address.)
- Right to Inspect and Copy – You have the right to inspect or obtain a copy (or both) of PHI in our mental health and billing records used to make decisions about you for as long as the PHI is maintained in my records. I may deny your access to PHI in certain circumstances, but in some cases you may have this decision reviewed. You have the right to inspect or obtain a copy (or both) of Psychotherapy Notes unless I believe the disclosure of the record will be injurious to your health. On your request, I will discuss with you the details of the request and the denial process for both PHI and Psychotherapy Notes.
- Right to Amend – You have the right to request an amendment of PHI for as long as the PHI is maintained in the record. I may deny your request. On your request, I will discuss with you the details of the amendment process.
- Right to an Accounting – You generally have the right to receive an accounting of disclosures of PHI. On your request, I will discuss with you the details of the accounting process.
- Right to a Paper Copy – You have the right to obtain a paper copy of the notice from me upon request, even if you have agreed to receive the notice electronically.

##### **Psychologist's Duties:**

- I am required by law to maintain the privacy of PHI and to provide you with a notice of my legal duties and privacy practices with respect to PHI.
- I reserve the right to change the privacy policies and practices described in this notice. Unless I notify you of such changes, however, I am required to abide by the terms currently in effect.
- If I revise my policies and procedures, I will provide you with a revised notice by mail or subsequent visit.

#### **V. Complaints**

If you are concerned that I have violated your privacy rights, or you disagree with a decision I made about access to your records, you may submit a written complaint to me at lw@lwphd.com. You may also send a written complaint to the Secretary of the U.S. Department of Health and Human Services.

#### **VI. Effective Date, Restrictions, and Changes to Privacy Policy**

This notice will go into effect October 1, 2012.

- I reserve the right to change the privacy policies and practices described in this notice. Unless I notify you of such changes, however, I am required to abide by the terms currently in effect.
- If I revise my policies and procedures, I will provide you with a revised notice by mail or subsequent visit.

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## **PATIENT SERVICES AGREEMENT**

This document contains important information about my professional services and business policies. It also contains summary information about the Health Information 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) 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, health care operations. The Notice contains a description of HIPAA and its application to your PHI. I am required to obtain your signature acknowledging that I have provided you with this information prior to your first session. 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. You may revoke this agreement in writing at any time. That revocation cannot be retroactive and cannot prevent me from meeting obligations imposed on me by your health insurer in order to process or substantiate claims made under your policy, or from taking steps to collect if you have not satisfied any financial obligations you have incurred with me.

### **PSYCHOLOGICAL SERVICES**

Psychotherapy is a set of psychological interventions designed to help people resolve emotional, behavioral, and interpersonal problems and improve the quality of their lives. There are many different interventions I may use to deal with the problems you hope to address. Cognitive-behavioral psychotherapy calls for a very active effort on your part. In order for therapy to be most successful, it will be important for you to work on the things we talk about, both during our sessions and at home.

Psychotherapy can have both benefits and risks. Since psychotherapy often involves discussing unpleasant aspects of your life, you may experience transient uncomfortable feelings like sadness, guilt, anger, frustration, loneliness, and helplessness. On the other hand, psychotherapy has been shown to have many benefits. Therapy may lead to solutions to specific problems, better relationships, and significant reductions in feelings of distress.

During our first few sessions, I typically conduct an evaluation of your treatment needs. By the end of this evaluation process, I will be able to offer you some first impressions of what our work will include and a treatment plan to follow if you decide to continue with therapy. You are encouraged to evaluate this information along with your own opinions of whether you feel comfortable working with me. If you have questions about my procedures, we can address them as they arise. Should you request a second opinion, I will be happy to refer you to another mental health professional.

### **PROFESSIONAL FEES**

In addition to fees for weekly appointments, I may charge a pre-determined amount for other professional services you may need, though I will break down the cost if I work for periods of less than one hour. Other services for which you may be billed include report writing, conversing with you by telephone if the conversation lasts longer than a few minutes, consulting with other professionals with your permission, preparation of treatment summaries or similar records, 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.

### **APPOINTMENTS AND CANCELLATION POLICY**

I typically conduct an evaluation during the first session, which usually lasts 90-120 minutes. During this time, we can both decide if I am the best person to provide the services you need to meet your treatment goals. If psychotherapy has begun, we will usually schedule one 45-minute session per week at a time we agree on, though some sessions may be longer or more frequent.

**Unless an appointment is cancelled 48 hours in advance, you will be charged in full for the missed appointment.**

I require **48 hours notice** for cancelled or rescheduled appointments. This policy applies to changes in work schedules or childcare arrangements. Fees may be waived for documented emergencies (e.g., going to the Emergency Room) or regional weather emergencies. Frequent or repeated cancellations will be billed at my discretion. The full session fee will be charged for any late arrivals. It is important to note that insurance carriers do not reimburse for missed appointments.

## **BILLING AND PAYMENTS**

You will be expected to pay in full for each session at the time of service. Payment schedules for other professional services will be agreed to when they are requested. Methods of accepted payment are check, cash, and credit cards (i.e., MasterCard, Visa, AmEx, and Discover). There is a processing fee of 3.75% for credit card transactions. There will be a \$35.00 charge for returned checks. If your account has not been paid for more than 60 days and arrangements for payments have not been agreed upon, I may hire a collection agency or go through small claims court, which will require me to disclose confidential information. In most collection situations, the only information I release regarding a patient's treatment is his/her name, the nature of the services provided, and the amount due. If legal action is necessary, its costs will be included in the claim. Additional measures may be necessary if your unpaid balance becomes excessive.

Because there are times when patients may not pay at the time of sessions (e.g. forgotten checkbooks, minors coming to therapy without parents, missed appointments, etc.), you will be asked to provide a credit card number to keep on file. This credit card information may be used to collect payment or outstanding balances, **including appointments missed or rescheduled without the required notice**, unless other arrangements are made. Credit cards transactions are processed through Inuit GoPayment, which encrypts its data and complies with Payment Card Industry Data Security Standard. No information about the services provided, other than cost, is shared with the company.

## **INSURANCE REIMBURSEMENT**

**I do not participate in any managed care or insurance agreements**, including Tri-Care and Medicare. I am a fee-for-service practice, so you (not your insurance company) are responsible for full payment of my fees. I will provide you with an itemized receipt that you may submit to your insurance company when seeking reimbursement.

If you have a health insurance policy, it will usually provide some coverage for mental health treatment. "Managed Health Care" plans such as HMOs and PPOs often require authorization before they provide reimbursement for mental health services and it may be necessary to seek approval for more therapy after a certain number of sessions. These plans are often limited to short-term treatment approaches designed to work out specific problems that interfere with a person's normal level of functioning. Although much can be accomplished in short-term therapy, some patients decide they need more services after insurance benefits end. Before beginning treatment, it is very important that you ascertain which mental health services your insurance policy covers. If you have questions about coverage, call your insurance plan administrator.

Sometimes your insurer may require me to provide clinical information such as treatment plans or summaries, or copies of your entire Clinical Record. If so, I will make every effort to release only the minimum information about you that is necessary for the purpose requested. State law prevents insurers from making unreasonable demands for information, but there are no specific guidelines defining what is unreasonable. I will provide you with a copy of any report I submit, if you request it.

**Tri-Care Patients Only:** If you are insured through Tri-Care (or are eligible for Tri-Care), you need to know that I am billing "above the 115 percent limit" allowable through your health insurance plan. If you have Tri-Care as a primary or secondary insurance, then you cannot receive services from me unless you understand, agree to, and follow the instructions for submitting a request for the *Granting of Waiver for Balanced Billing Limitations* to Tri-Care in writing. You are also required to provide me with a copy of this request. This must be completed, and Tri-Care must authorize your waiver prior to your first visit. Your signature on the Agreement page indicates you are willing to pay the additional amount, and that the *Granting of Waiver for Balanced Billing Limitations* has been submitted and approved by Tri-Care. I am not able to provide services to Tri-Care patients without this agreement.

**Medicare Patients Only:** I am not a Medicare provider. If you are insured through Medicare and want to be treated in my practice, there is a form you must sign indicating that you are opting out of Medicare reimbursement for my services.

### **CONTACTING ME**

If you would like to contact me by phone, I can be reached at 718-702-4027. My patient schedule may preclude me from answering my phone immediately, but you may leave a confidential voicemail message. I will make every effort to promptly return your call. Response times are likely to be longer on weekends and holidays. If you are difficult to reach, please inform me of times you will be available. Please note that I do not communicate by text. If I will be unavailable for an extended time, I may provide you with the name of a colleague to contact, should you find it necessary. **If you are experiencing an emergency, call 911 or go directly to the nearest emergency room.**

You may also contact me by email at lw@lwphd.com. Please be aware, however, that email is not a secure form of communication and your confidentiality cannot be assured. I recommend limiting email use to scheduling and basic logistics.

### **MAINTAINING ACTIVE PATIENT STATUS**

For treatment to be effective, it is important to attend treatment regularly and follow treatment recommendations. If attendance is sporadic, we may discuss or implement an attendance or treatment contract to support you. At times there may be difficulties making progress in treatment and we may discuss referrals so that you can obtain the most appropriate treatment and support.

You will not be considered an active patient if you have not attended treatment for more than one month and do not have future appointments scheduled. If you are no longer an active patient but would like to schedule additional appointments, you may request one. There may be delays until there is availability to add an appointment or to see you regularly as an active patient. In addition, you may contact me for referrals at any time.

### **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 and/or state law. However, in the following situations, no authorization is required:

- 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. These other professionals are also legally bound to keep the information confidential. Unless you object, I will only tell you about these consultations if I feel that it is important to our work together. All consultations will be noted in your Clinical Record (which is called PHI in my Notice of Psychologist's Privacy Policies and Practices).
- Disclosures required by health insurers or to collect overdue fees, discussed elsewhere in this agreement.
- If you are involved in a court proceeding and a request is made for information concerning your diagnosis and treatment, such information is protected by the psychologist-patient privilege law. I cannot provide any information without your written authorization or a court order. If you are involved in or contemplating litigation, consult with your attorney to determine whether a court would be likely to order me to disclose information.
- If a government agency is requesting the information for health oversight activities, I may be required to provide it for them.
- If a patient files a complaint or lawsuit against me, state law permits me to disclose relevant information regarding that patient in order to defend myself.

There are some situations in which I am legally obligated to take actions I believe are necessary to protect others from harm and in which I may have to reveal some information about a patient's treatment. These situations are unusual in my practice, but they include:

- If I have reason to suspect that a child or vulnerable adult has been subjected to abuse or neglect, or that vulnerable adult has been subjected to self-neglect or exploitation, the law requires that I file a

- report with the appropriate government agency, usually the local Department of Social Services. Once such a report is filed, I may be required to provide additional information.
- If I know that a patient has a propensity for violence and the patient indicates that he/she has the intention to inflict imminent physical injury upon a specified victim(s), I may be required to take protective actions. These include establishing and undertaking a treatment plan targeted to eliminate the possibility that the patient will carry out the threat, seeking hospitalization of the patient, and/or informing the potential victim or the police about the threat.
  - If I believe that there is an imminent risk that a patient will engage in potentially life-threatening behaviors or that immediate disclosure is required to provide for the patient's emergency health care needs, I may be required to take appropriate protective actions, including hospitalization and/or notifying family members or others who can protect 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 the disclosure to what is necessary.

While this written summary of exceptions to confidentiality aims to inform you about potential problems, it is important that we discuss any questions or concerns you may have now or in the future. The laws governing confidentiality can be quite complex, and in situations where specific guidance 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 may examine or receive a copy of your Clinical Record if you request it in writing. In unusual circumstances in which disclosure is reasonably likely to endanger the life or physical safety of you or another person, I may refuse your request. In those situations, you have a right to a summary and to have your record sent to another mental health provider. Because these are professional records, they can be misinterpreted and/or upsetting to untrained readers. For this reason, I recommend you initially review them in my presence, or have them forwarded to another mental health professional so you can discuss the contents. In most circumstances, the state permits a copying fee and certain other expenses. If I refuse your request for access to your records, you have a right of review, which I will discuss with you upon your request.

### **PATIENT RIGHTS**

HIPAA provides you with several new or expanded rights with regard to your clinical Record and disclosures of PHI. 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 PHI that you have neither consented to nor authorized; determining the location to which PHI disclosures are sent; having any complaints you make about my policies and procedures recorded in my 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 these rights with you.

### **MINORS AND PARENTS**

It is important for patients under the age of 18 years of age who are not emancipated, and their parents, to be aware that the law may allow parents to examine their child's treatment records. However, because privacy in psychotherapy is very important, particularly with teenagers, I usually ask parents to respect the child's privacy and allow for the therapist and minor to keep elements of our interactions in confidence, though not any related to danger to the child (see Limits on Confidentiality). On the other hand, because parental involvement in therapy is essential to successful treatment, I am always willing to share with parents general information about the progress of treatment and their child's attendance at scheduled sessions. Parents may also request an oral summary of their child's treatment when it is complete. Before giving parents any information, I will discuss the matter with the child, if possible, and do my best to handle any objections he/she may have.

***Please retain this document for your personal records.***