

H. DENISE WOOTEN PSYD, P. A. – LICENSE# 24437

HIPPA & OFFICE POLICY

EFFECTIVE 7-1-2024

This document contains important information about my professional services and business policies. It also contains summary information about the Health Insurance Portability and Accountability Act (HIPAA). The law requires that I obtain your signature acknowledging that I have provided you with this information. Please read it carefully before signing. You may revoke this right in writing 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. 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:

- Consultation with a referring health or mental health professionals about a case.
- Disclosures required by health insurers or to collect overdue fees
- 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.
- If a government agency is requesting the information for health oversight.
- 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, I must, upon appropriate request, provide records relating to treatment or hospitalization for which compensation is being sought.
- If I have cause to believe that a child under 18 has been or may be abused or neglected (including physical injury, substantial threat of harm, mental or emotional injury, or any kind of sexual contact or conduct), or that a child is a victim of a sexual offense, or that an elderly or disabled person is in a state of abuse, neglect or exploitation.
- If I determine that there is a probability that the patient will inflict imminent physical injury on another, or that the patient will inflict imminent physical, mental or emotional harm upon him/herself, or others.
- If you elect to communicate with me by email, please be aware that email is not completely confidential. My email is managed by my practice manager. All emails are retained in the logs of your and my internet service provider. Under normal circumstances, no one looks at these logs. They are, in theory, available to be read by the system administrator of the internet service provider. Any email sent/received will be kept in your treatment record.

- Regarding Social Media, if you should find my listing or any reference to my practice on any social media or marketing sites, please know that my listing is NOT a request for a testimonial, rating or endorsement from you as my client. Of course you have a right to express yourself on any site you wish, but due to confidentiality, I cannot respond to any review on any site whether it is positive or negative. Please know that I take my commitment to confidentiality to you seriously. I do not engage on social networking sites.

PROFESSIONAL RECORDS

You should be aware that, pursuant to HIPAA, I keep Protected Health Information about you in a professional record. I keep very brief records, noting only that you have been here, what interventions happened in session and the topics we discussed. We have transitioned to electronically stored records and administration processes using the EMR professional tool, www.Therapyappointment.com.

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 my policies and procedures recorded in your records; and the right to a paper copy of this Agreement and my privacy policies and procedures.

MINORS & PARENTS

Patients under 18 years of age who are not emancipated, and their parents, should be aware that the law may allow parents to examine their child's treatment records. However, if the treatment is for suicide prevention, chemical addiction or dependency, or sexual, physical or emotional abuse, the law provides that parents may not access their child's records. For children between 16 and 18, because privacy in psychotherapy is often crucial to successful progress, particularly with teenagers, I may request an agreement from the patient and his/her parents that the parents' 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. Any other communication will require the child's authorization, unless I feel that the child is in danger or is a danger to someone else, in which case, I will notify the parents of my concern. 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.

PSYCHOLOGICAL SERVICES

Services include psychological evaluations and/or cognitive-behavioral therapy for children, adolescents and adults. Therapy is a joint effort between the therapist and patient. Progress depends on many factors including motivation, effort, and other life circumstances such as

interactions with family, friends, and other associates. Therapy often leads to better relationships, solutions to specific problems, and significant reductions in feelings of distress. On the other hand, there are potential negative effects, which include, but are not limited to, increased stress in relationships and increased emotional distress. Implications or potential negative effects of a particular therapeutic technique may be discussed at any time with your therapist.

LIMITATIONS OF SERVICES

I am unable to practice psychology across state lines, such as e-therapy, in accordance to my licensure in the state of Texas. If you or a loved one is in need of mental health care and are outside the borders of Texas, please contact a professional in the area to get the help needed.

There is no substitute for in-person connection during psychotherapy. My practice does offer teletherapy via the HIPAA compliant DOXY.ME platform and is scheduled as a routine appointment. If you need me to participate in a meeting with school administration, please coordinate with my office for an appointment.

My website includes a Resources page. Please refrain from using this as self-help therapy, diagnosis and/or treatment. It is provided as supplemental support and references.

APPOINTMENTS

If there is need to cancel or reschedule this appointment, I respectfully request **a minimum of 24 hours advance notification** to reallocate my time as deemed necessary. This advance notification is helpful for my clients who have requested notification of cancelled appointments to be contacted and offered the vacated slot. My voicemail system has a time and date stamp to record this notification. An infraction of this policy will result in a fee payable by the client prior to any future scheduled appointments.

FEE SCHEDULE

\$175 Therapy and assessment are based on a 60 minute session, depending on the Insurance plan. For in-network, we bill the insurance company.

TBD Scheduled Psychological testing, scoring time, interpretation of tests and report preparation. (Varies: 6-15 units) For each hour of scheduled face-to-face time, one hour is billed for scoring and interpretation plus one hour for report preparation. Exceptions may occur based on the complexity of the evaluation. A pre-quote of these costs is reviewed prior to testing.

\$80/\$100 Fee for non-covered materials and testing protocols deemed necessary to the diagnostic evaluation process. This fee is not billable to insurance companies.

- \$50 Fee for letters, preauthorization request forms, form preparations, patient record copies, and reports prepared outside of scheduled appointments. This time allocation is not reimbursable by insurance plans.
- \$30 Returned checks are subject to \$30 Fee.
- \$100 **Fail to Show Fee** payable by the client. Each scheduled appointment time is appropriated to only one client; therefore, courtesy for my professional time and other clients is expected and appreciated. Fee will be automatically applied to the patient's account and no future appointments will be permitted until account has been satisfied.
- \$75 **Late Cancellation Fee** within 24 hours of appointment, payable by the client. This fee is automatically applied to the client's account at the time of the missed appointment.

Any forgiveness of this policy is based on truly unavoidable issues, at the discretion of Dr. Wooten.

BILLING, PAYMENTS, AND INSURANCE REIMBURSEMENT

Payments for each session are paid at the time of visit. We use Global Payments Integrated/TSYS merchant services to process payments made by credit/debit card, and for your convenience. The system automatically retains the credit card data for future use.

Assignment of insurance benefits accepted from: Blue Cross/Blue Shield PPO and Aetna PPO products. If I am an in-network provider, I will file insurance claims electronically via OfficeAlly Clearinghouse Claim processor with your insurance carrier. A courtesy benefit quote is done before you come to the first appointment. If the quote provided before services is contradictory to the claims processing, you will be responsible for the charges for services rendered. If considered an out-of-network provider, I will give you the necessary information to submit for any out-of-network benefits.

Collection policy: If your account has not been paid for more than 60 days, we will debit the card on file to resolve the outstanding balance on your account. As a last resort, we may need to involve a collection agency, which may 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.