

Policies, Procedures, and Informed Consent

I. Psychologist-Patient Services Agreement

Welcome to Psychology Houston, PC. This document (the Agreement) contains important information about the professional services and business policies of Psychology Houston, PC (the Practice). It also contains summary information about the Health Insurance Portability and Accountability Act (HIPAA), a federal law that provides privacy protections and patient's 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 (the Practice) 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 we obtain your signature acknowledging that we have provided you with this information. 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. 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 the Practice unless we have taken action in reliance on it; if there are obligations imposed on the Practice 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.

II. Psychological Services

Psychotherapy is not easily described in general statements, because it varies depending on the personalities of the psychologist and patient, and the particular problems you are experiencing. Psychotherapy is not like a medical doctor visit, where a diagnosis is made and medications are prescribed. Instead, it calls for active effort on your part. In order for therapy to be most successful, there may be things we discuss in therapy that require you to work outside our therapy sessions.

Psychotherapy can have benefits and a few, potential 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 better relationships, solutions to specific problems, and significant reductions in feelings of distress.

The first few sessions will be focused on evaluating your needs. By the end of the evaluation, we will be able to offer you some first impressions of what our work will include and a treatment plan to follow, should you decide to continue with therapy. 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 the Practice's 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 behavioral health professional for a second opinion.

In general, therapy ends when mutually agreed upon by you and your psychologist. However, sometimes termination of services occurs without a planned date, as in situations where we have lost contact with you for an extended period of time. If we have not had a therapy session with you for a period of 3 months, our policy states we will close your file, assuming you have chosen to terminate services with Psychology Houston PC. Your chart may be re-opened at any time if you decide to return to Psychology Houston, PC for services.

III. Meetings

Our staff psychologists normally conduct an evaluation that will last from one to three sessions. During this time, you and your clinician can both decide if he/she is the best person to provide the services you need in order to meet your treatment goals. If psychotherapy has begun, your clinician will usually schedule one 45-50-minute session per week, at a time mutually agreed upon, although some sessions may be longer or more frequent. **Once an appointment hour is scheduled, payment is expected at the time of service 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). It is important to note that insurance companies do not provide reimbursement for cancelled sessions.** It is the policy of Psychology Houston that a therapist can discontinue appointments with a client if they believe that either treatment is no longer indicated or alternate treatment is preferred. *In addition, clients who have cancelled their appointments three consecutive times, even when it is before the 24 hour window, will be removed from the schedule as it is not fair to hold a spot for someone who is not consistently attending sessions. These clients may return to a therapist's schedule, but are not guaranteed to have that same time.* Unless mutually agreed upon in writing, audio or video recording of sessions is prohibited.

IV. Professional Fees

The Practice charges an hourly fee of \$300.00 per session, and sessions typically last 45-50 minutes. In addition to weekly appointments, we charge the \$300/hour rate for other professional services you may require, though we will break down the hourly cost if we work for periods of less than 50 minutes. Other services include report writing, telephone conversations, consulting with other professionals with your permission, preparation of records or treatment summaries, and time spent performing other services you may request or need. If you become involved in legal proceedings that require our participation, you will be expected to pay for all our professional time, including preparation and transportation costs, even if we are called to testify by another party. (Because of the complexity of legal involvement, we charge \$500.00 per hour for preparation and attendance at any legal proceeding with a minimum of \$1500.00 for court appearances.) Returned checks will be charged an additional \$50.00 service fee and unpaid balances past 90 days will be turned over to a collection agency. Home visits are possible in specific situations and will be billed at \$500.00 per 50-minute session.

V. Contacting Us

Due to our work schedules, our staff psychologists are often not immediately available by telephone. When staff are unavailable, our scheduling desk will be available to schedule appointments, change or cancel appointments, or to answer questions or deliver messages to your therapist. Every effort will be made to return your call the same day the call is received, with the exception of weekends and holidays. If you are difficult to reach, please inform the office of times when you will be available. In emergencies, if you are unable to reach us and feel that you can't wait for us to return your call, contact your family physician or the nearest emergency room and ask for the psychologist (or psychiatrist) on call. If your psychologist will be unavailable for an extended time, he/she will provide you with the name of a colleague to contact in cases of emergency.

VI. Limits of Confidentiality

The law protects the privacy of all communications between a patient and a psychologist. In most situations, the Practice can only release information regarding your treatment to if we have a signed Authorization form that meets certain legal requirements imposed by HIPAA. There are other situations that require 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, we make every effort to avoid revealing the identity of our patients. The other professionals are also legally bound to keep 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. We 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).
- 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, we may be obligated to seek hospitalization for him/her, or to contact either a medical professional or the police who can help provide protection. Texas law provides that a professional may disclose confidential information only to medical or law enforcement personnel if the professional determines that there is a probability of imminent physical injury by the patient to the patient or others, or there is a probability of immediate mental or emotional injury to the patient.

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 in or contemplating litigation, you should consult with your attorney to determine whether a court would be likely to order us 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 the Practice, we may disclose relevant information regarding that patient in order to defend ourselves.
- If a patient files a worker's compensation claim, we must, upon appropriate request, provide records relating to treatment or hospitalization for which compensation is being sought.

- There are some situations in which the Practice is legally obligated to take actions, which we believe are necessary to attempt to protect others from harm and we may have to reveal some information about a patient's treatment. These situations are unusual in our practice.
- If we 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, the law requires that we make a report to the appropriate governmental agency, usually the Department of Protective and Regulatory Services. Once such report is filed, we may be required to provide additional information.
- If we 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 himself/herself, or others, we may be required to take protective action by disclosing information to medical or law enforcement personnel or by securing hospitalization of the patient.

If such a situation arises, we will make every effort to fully discuss it with you before taking any action and we will limit our 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. In situations where specific advice is required, formal legal advice may be needed.

VII. Professional Records

You should be aware that, pursuant to HIPAA, the Practice keeps 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 you and your psychologist 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, 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, you may examine and/or receive a copy of your Clinical Record if you request it in writing. You should be aware that pursuant to Texas law, psychological test data are not part of a patient's record. Because these are professional records, they can be misinterpreted to untrained readers. For this reason, we recommend that you initially review them in our presence, or have them forwarded to another mental health professional so you can discuss the contents. The exceptions to this policy are contained in the attached Notice Form. If we refuse your request for access to your Clinical Record, you have a right of review, which we will discuss with you upon your request.

In addition, we 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 interpretation of those conversations, and how they impact 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 signed, written 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 Process Notes unless we determine that release would be harmful to your physical, mental, or emotional health.

VIII. 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 the Practice 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.

IX. Minor and Parents

Patients under 18 years of age who are not emancipated from 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 14 and 18, because privacy in psychotherapy is often crucial to successful progress, particularly with teenagers, it is our policy to 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, we will provide them with only general information about the progress of the child's treatment, and his/her attendance at scheduled sessions. We will also provide parents with a summary of their child's treatment when it is complete. Any other communication will require the child's Authorization, unless we feel that the child is in danger or is a danger to someone else, in which case, we will notify the parents of our concerns. Before giving parents any information, we will discuss the matter with the child, if possible, and do our best to handle any objections he/she may have.

X. Billing and Payments

You will be expected to pay for each session at the time service is provided, unless we agree otherwise. Payment schedules for other professional services will be agreed to when they are requested. (In circumstances of unusual financial hardship, we may be willing to negotiate a fee adjustment or payment installment plan).

If your account has not been paid for more than 90 days and arrangements for payment have not been agreed upon, we 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 the Practice to disclose otherwise confidential information. In most collection situations, the only information we release regarding a patient's treatment is his/her name, the nature of services provided, and the amount due. (If such legal action is necessary, its costs will be included in the claim).

XI. Reimbursement by Insurance

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. The Practice will fill out forms and provide you with whatever assistance we can in helping you receive the benefits to which you are entitled; however, you (not your insurance company) are responsible for full payment of our fees. 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, we will provide you with whatever information we can based on our experience and will be happy to help you in understanding the information you receive from your insurance company.

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

Texas Notice Form (HIPAA)

Notice of Psychologists' Policies and Practices to Protect the Privacy of Your Health Information

THIS NOTICE DESCRIBES HOW PSYCHOLOGICAL AND MEDICAL INFORMATION ABOUT YOU MAY BE USED AND DISCLOSED AND HOW YOU CAN GET ACCESS TO THIS INFORMATION. PLEASE REVIEW IT CAREFULLY.

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

The psychologists at Psychology Houston, PC are committed to your privacy and the protection of your health care information in all circumstances. In certain circumstances, Psychology Houston, PC may use or disclose your Protected Health Information (PHI) for treatment, payment, and health care operations purposes with your consent. To help clarify these terms, here are some definitions.

- “PHI” refers to information in your health record that could identify you.
- “Treatment, Payment and Health Care Operations”
 - Treatment is when we provide, coordinate or manage your health care and other services related to your health care. For example, with your written authorization we may consult with another health care provider, such as your family physician or another psychologist.
 - Payment is when we obtain reimbursement for your healthcare. Examples of payment are when we disclose your PHI to your health insurer to obtain reimbursement for your health care or to determine eligibility or coverage.
 - Health Care Operations are activities that relate to the performance and operation of the 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 this practice, such as sharing, employing, applying, utilizing, examining, and analyzing information that identifies you.
- “Disclosure” applies to activities outside of this practice, such as releasing, transferring, or providing access to information about you to other parties.

II. Uses and Disclosures Requiring Authorization

We may use or disclose PHI for purposes outside of treatment, payment, and health care operations when your appropriate authorization is obtained. An “authorization” is written permission above and beyond the general consent that permits only specific disclosures. In those instances when we are asked for information for purposes outside of treatment, payment, and health care operations, we will obtain an authorization from you before releasing this information. We will also obtain an authorization from you before using or disclosing (1) PHI in a way that is not described in this notice, and (2) Psychotherapy notes.

“Psychotherapy Process notes” are notes we have made about our conversation during a private, group, joint, or family counseling session, which we have kept separate from the rest of your medical record. These notes are given a greater degree of protection than PHI.

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

III. Uses and Disclosures with Neither Consent nor Authorization

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

- **Child Abuse:** If we have cause to believe that a child has been, or may be, abused, neglected, or sexually abused, we must make a report of such within 48 hours to the Texas Department of Protective and Regulatory Services, the Texas Youth Commission, or to any local or state law enforcement agency.
- **Adult and Domestic Abuse:** If we have cause to believe that an elderly or disabled person is in a state of abuse, neglect, or exploitation, we must immediately report such to the Department of Protective and Regulatory Services.
- **Health Oversight Activities:** If a complaint is filed against any of our therapists with the Texas State Board of Examiners of Psychologists, they have the authority to subpoena confidential mental health information from us relevant to that complaint.
- **Judicial or Administrative Proceedings:** If you are involved in a court proceeding and a request is made for information about your diagnosis and treatment and the records thereof, such information is privileged under state law, and we will not release information, without written authorization from you or your personal or legally appointed representative, 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 we determine that there is a probability of imminent physical injury by you to yourself or others, or there is a probability of immediate mental or emotional injury to you, we may disclose relevant confidential mental health information to medical or law enforcement personnel.
- **Worker’s Compensation:** If you file a worker’s compensation claim, we may disclose records relating to your diagnosis and treatment to your employer’s insurance carrier.
- **When the Use and Disclosure Without Your Consent or Authorization is Allowed Under Other Sections of Section 164.512 of the Privacy Rule and the State’s Confidentiality Law.** This includes certain narrowly-defined disclosures to law enforcement agencies, to a health oversight agency (such as HHS or a state department of health), to a coroner or medical examiner, for public health purposes relating to disease or FDA-regulated products, or for specialized government functions such as

fitness for military duties, eligibility for VA benefits, and national security and intelligence.

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 protected health information about you. However, we are not required to agree to a restriction on your 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 that you are seeing a psychologist at Psychology Houston, PC. Upon your written request, we 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 and psychotherapy notes in our mental health and billing records used to make decisions about you for as long as the PHI is maintained in our records. We may deny your access to PHI under certain circumstances, but in some cases you may have this decision reviewed. On your request, we will discuss with you the details of the request and denial process. Section 611.008 of the Texas Health and Safety Code allows for up to 15 days for our office to copy, print or otherwise make the requested information available to you.
- **Right to Amend:** You have the right to request an amendment of PHI for as long as the PHI is maintained in the record. We may deny your request. On your request, we 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 for which you have neither provided consent nor authorization (as described in Section III of this Notice). On your request, we 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 us upon request, even if you have agreed to receive the notice electronically.
- **Right to Restrict Disclosures When You Have Paid for Your Care Out-of-Pocket:** You have the right to restrict certain disclosures of PHI to a health plan when you pay out-of-pocket in full for our services.
- **Right to Be Notified if There is a Breach of Your Unsecured PHI:** You have a right to be notified if: (a) there is a breach (defined as a use or disclosure of your PHI in violation of the HIPAA Privacy Rule) involving your PHI; (b) that PHI has not been encrypted to government standards; and (c) our risk assessment fails to determine that there is a low probability that your PHI has been compromised.

Psychologist's Duties:

- We are required by law to maintain the privacy of PHI and to provide you with a notice of its legal duties and privacy practices with respect to PHI.
- We reserve the right to change the privacy policies and practices described in this notice. Unless we notify you of such changes, however, we are required to abide by the terms currently in effect.
- Clinicians reserve the right to terminate treatment if the patient does not follow the recommended treatment plan, or if the treatment provided is shown not to be of benefit to the patient. In these rare instances, the psychologist will inform the patient of the reasons for termination and will make reasonable efforts to locate alternate providers.

V. Questions and Complaints

If you have questions about this notice, disagree with a decision made about access to your records, or have other concerns about your privacy rights, you may contact the psychologist whom you are seeing in this practice. Your psychologist is available to discuss these matters with you and will assist you in resolving them.

If you believe your privacy rights have been violated by a psychologist at Psychology Houston, PC you may file a complaint with Mr. Brian Odum at this practice or with the Secretary of the U.S. Department of Health and Human Services (we can provide you with the appropriate address upon request). All complaints must be submitted in writing.

You have specific rights under the Privacy Rule. We will not retaliate against you for exercising your right to file a complaint.

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

This notice will go into effect on January 1, 2018, and remains in effect until replaced. We reserve the right to change the terms of this notice and to make the new notice provisions effective for all PHI that we maintain.