

# Gulf Coast Psychological Services, PLLC

Serving the Greater Houston Area

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## Patient Services Agreement

Welcome! 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 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 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 at any 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 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.

## NOTICE OF PRIVACY AND BUSINESS PRACTICES

We respect our clients' confidentiality and only release information about you in accordance with state and federal laws.

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

This notice describes our policies related to the use of records at Gulf Coast Psychological Services, PLLC. We are required to give you this notice about 1) the use and disclosure of your health information, 2) our legal responsibilities, and 3) your rights concerning your health information and to abide by the terms of this notice.

### 1. USE AND DISCLOSURE OF PROTECTED HEALTH INFORMATION

We use and disclose the minimum necessary health information about you for your treatment, for payment for your services, and for Gulf Coast Psychological Services, PLLC's health care operations.

a) **FOR TREATMENT.** We use and disclose your health information internally in the course of your treatment at Gulf Coast Psychological Services, PLLC. For example, we may give information to another Gulf Coast Psychological Services, PLLC

professional for the purpose of referral within Gulf Coast Psychological Services, PLLC. If we wish to provide information outside of Gulf Coast Psychological Services, PLLC for your treatment by another health care provider, we will have you sign an authorization for release of information.

b) FOR PAYMENT. We may use and disclose your health information to obtain payment for services we provide to you. For example, we may need to give insurance companies or other agencies the minimum necessary information in order for them to pay us for the service we have provided to you.

c) FOR HEALTH CARE OPERATIONS. We may use and disclose your health information within Gulf Coast Psychological Services, PLLC as part of our internal health care operations. For example, this could mean a review of records to assure quality. We may also use your information to tell you about services, educational activities, and programs that we feel might be of interest to you.

d) PROFESSIONAL RECORDS. You should be aware that, pursuant to HIPAA, we 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, 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 and/or upsetting to untrained readers. For this reason, we recommend that 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, we are allowed to charge a copying fee of \$5 per page (and for certain other expenses). 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 your doctor's own use and are designed to assist 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, your doctor's analysis of those conversations, and how they impact on your therapy. They also contain particularly sensitive information that you may reveal to your psychologist 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 Notes unless your doctor determines that release would be harmful to your physical, mental or emotional health.

e) MINORS AND 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, 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, the psychologist will provide them only with 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 the doctor feels that the child is in danger or is a danger to someone else, in which case, the psychologist will notify the parents of the concern. Before giving parents any information, the doctor will discuss the matter with the child, if possible, and we will do our best to handle any objections he/she may have.

## 2. INFORMATION DISCLOSED WITHOUT YOUR CONSENT

Under Texas and federal law, information about you may be disclosed without your consent in the following circumstances:

- a) **EMERGENCIES.** Sufficient information may be shared to address an immediate emergency you are facing.
- b) **JUDICIAL AND ADMINISTRATIVE PROCEEDINGS.** We may disclose your personal health information in the course of a judicial or administrative proceeding in response to a valid court order or other lawful process, including if you were to make a claim for Workman's Compensation.
- c) **PUBLIC HEALTH ACTIVITIES.** If we felt you were an immediate danger to yourself or others, we may disclose health information about you to the authorities, as well as alert any person who may be in danger.
- d) **CHILD/ELDER ABUSE.** We may disclose health information about you related to the suspicion of child and/or elder abuse or neglect.
- e) **CRIMINAL ACTIVITY OR DANGER TO OTHERS.** We may disclose health information if a crime is committed on our premises or against our personnel, or if we believe there is someone who is in imminent danger.
- f) **NATIONAL SECURITY, INTELLIGENCE ACTIVITIES, PROTECTIVE SERVICES TO THE PRESIDENT AND OTHERS.** We may release health information about you to authorized federal officials as authorized by law in order to protect the President or other national or international figures or in cases of national security.
- g) **HEALTH OVERSIGHT ACTIVITIES.** We may disclose health information to a health oversight agency for activities authorized by law. These activities might include audits or inspections and are necessary for the government to monitor the health care system and assure compliance with civil rights laws. Regulatory and accrediting organizations may review your case record to ensure compliance with their requirements. The minimum necessary information will be provided in these instances.
- h) **SCHEDULING APPOINTMENTS.** Gulf Coast Psychological Services, PLLC may use your phone number to call you and leave messages to schedule or remind you of appointments.

## 3. YOUR RIGHTS REGARDING YOUR HEALTH INFORMATION

- a) **RIGHT TO INSPECT AND COPY.** You have the right to look at or get copies of your health information, with limited exceptions. Your request must be in writing. If you request a copy of the information, a reasonable charge may be made for the costs incurred.

b) **RIGHT TO REQUEST CONFIDENTIAL COMMUNICATIONS.** You have the right to request that we communicate with you about health matters in a certain way or at a certain location. For example, you may ask that we contact you only by mail or at work. You must take this request in writing and it must specify the alternative means or location that you would like us to use to provide you information about your health care. We will make every attempt to accommodate reasonable requests.

We reserve the right to change our privacy practices provided such changes are permitted by applicable law. Before the effective date of a material change, however, we will change this Notice and make a new Notice available to you.

#### 4. **BILLING AND PAYMENTS**

You will be expected to pay for each session at the time it is held. If your account has not been paid for more than 60 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 us 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.

#### **QUESTIONS AND COMPLAINTS**

If you believe your privacy rights have been violated, you may file a complaint with us, or you may file a complaint with the U.S. Department of Health & Human Services. We will not retaliate in any way if you choose to file a complaint.

**WE LOOK FORWARD TO WORKING WITH YOU!**

I have received the Notice of Privacy Practices and Business Policies for Gulf Coast Psychological Services, PLLC.

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Signature

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Printed

Date \_\_\_\_\_

Witness \_\_\_\_\_

**WE LOOK FORWARD TO WORKING WITH YOU!**

