John Nomura Ph.D.
Child, Adolescent, & Family Psychology

Houston Psychotherapists, Inc.
21216 Northwest Fwy, Suite 450
Cypress, TX 77429

Contact Information

Today's Date:____ / ____ /____ Date of Birth:____ / ____ /____ Social Security #_____

Client Name:_____ Gender: ☐ Male ☐ Female
First Middle Last

Is this client a minor? ☐ Yes ☐ No If so, the contact information below is for:_____
Guardian

Home Phone: _____-_____-_____ May we leave a message at this number? ☐ Yes ☐ No

Cell Phone: _____-_____-_____ May we leave a message at this number? ☐ Yes ☐ No

Work Phone: _____-_____-_____ May we leave a message at this number? ☐ Yes ☐ No

Email: _____ May we send mail to this address? ☐ Yes ☐ No

Mailing Address: _____

May we send mail to this address?
City:_____ State:_____ Zip:_____ ☐ Yes ☐ No

If you do not want to receive mail at the address above, please provide an alternative form of communication:

_____

Permanent Address (if different from the above):

_____

Health Information

* Information about the client only, please (parent info not needed here).

Please list significant medical history (surgery, hospitalization, diseases, etc.).

_____

Please list current medications.

_____

Please list previous psychological / psychiatric diagnoses.

_____

Emergency Contact

In imminent danger situations, your therapist is required to act to ensure your safety. In these cases, the law only allows us to contact the police or health/mental health personnel. If you would like to give us permission to contact someone else in these situations, please print their name, phone number, and the relationship of that person to you in the space provided. Providing an emergency contact person is in your best interest as a client.

_____ _____ _____
Name Phone Relationship

Guardian Information

If this client is under 18 years old, please complete this section. This section is only needed if a guardian has contact information that is different from that listed on page 1.

Guardian 1

_____ _____
Full Name Relationship

Please provide contact information only if it is DIFFERENT from that listed on page 1.

Home Phone: _____-_____-_____ May we leave a message at this number? ☐ Yes ☐ No

Cell Phone: _____-_____-_____ May we leave a message at this number? ☐ Yes ☐ No

Work Phone: _____-_____-_____ May we leave a message at this number? ☐ Yes ☐ No

Email: _____ May we send mail to this address? ☐ Yes ☐ No

Mailing Address: _____

City:_____ State:_____ Zip:_____ May we send mail to this address? ☐ Yes ☐ No

Guardian 2

_____ _____
Full Name Relationship

Please provide contact information only if it is DIFFERENT from that listed on page 1.

Home Phone: _____-_____-_____ May we leave a message at this number? ☐ Yes ☐ No

Cell Phone: _____-_____-_____ May we leave a message at this number? ☐ Yes ☐ No

Work Phone: _____-_____-_____ May we leave a message at this number? ☐ Yes ☐ No

Email: _____ May we send mail to this address? ☐ Yes ☐ No

Mailing Address: _____

City:_____ State:_____ Zip:_____ May we send mail to this address? ☐ Yes ☐ No

Information About Minor Clients

If this client is under 18 years old, please complete this

Current school district: _____ Current school campus: _____

Is this client in special education? ☐ Yes ☐ No If Yes, under what eligibility categories? _____

If No, are you interested in special education services for your child? ☐ Yes ☐ No

The client's **grades** in school are: ☐ Failing ☐ Satisfactory ☐ Excellent

The client's **behavior** in school is: ☐ Poor ☐ Satisfactory ☐ Excellent

_____ _____
Signature Date

John Nomura Ph.D.
Child, Adolescent, & Family Psychology

I have provided John Nomura, PhD. with my credit card number and authorize him to keep my signature on file. I authorize him to charge my credit card account for all insurance payments paid directly to me that were due to this office, for any denied insurance claim, for any insurance claim that is not paid within 30 days, for all missed appointments, and for all balances.

If for any reason, a scheduled appointment cannot be kept and is not cancelled at least 24 hours before the appointment, I agree to be charged the current rate for the missed service (eg., $160 per hour scheduled).

I understand that this form is valid while this patient is a client. This form also remains valid while there are any unpaid balances on this patient's account. I am authorizing payment for all balances due, unless I cancel the authorization through written notice to this clinic. I agree that this card can be charged for any payments due without further notification to me. I agree that, if this card is cancelled or expires during the time that this form is valid, I will provide Dr. Nomura with a new, valid credit card number.

Patient's Name_____

Name on card (if different)_____

☐ MasterCard ☐ Visa ☐ American Express ☐ Discover

Credit Card Number_____

Expiration Date_____

V Code_____

ZIP Code_____

Cardholders Signature_____

Date_____

Updated 4/26/2014

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Child, Adolescent, & Family Psychology

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21216 Northwest Fwy, Suite 450
Cypress, TX 77429

P:832.377.0063 F: 832.519.8180

Informed Consent Form - Evaluation

Testing Overview

Psychological assessment may consist of many different evaluation procedures, including: interviews, computer administered tests, paper-and-pencil tests, structured activities, observations, rating scales, and/or other assessment tools. The goal of psychological assessment is to provide a better understanding of the client in order to assist in diagnosis, treatment/educational planning, and/or consultation. Testing may involve assessing the client's functioning in a variety of areas including, but not limited to: intelligence, personality, emotional functioning, social functioning, adaptive behavior, behavioral functioning, academic achievement, and neuropsychological functioning. Other areas of consideration could include: family relationships, family history, client history, educational history, medical conditions, social relationships, and current environmental influences.

Areas of testing will be determined by Dr. Nomura during the evaluation process. You are consenting to allow Dr. Nomura to test in any area he determines to be relevant, using any tests and techniques that Dr. Nomura determines to be appropriate. You may revoke consent in writing, but the revocation is not retroactive. Any data collected up to the time of revocation will remain in the client's file.

Dr. Nomura may collect data from other informants. Dr. Nomura may request that you complete a Release of Information form. Alternatively, he may provide you with forms or rating scales to distribute to the informants. Collecting data from multiple informants is often an important technique of comprehensive psychological evaluations for children and adolescents. By requesting data from these informants, they will be aware that the client is being tested. By examining the types of forms that are distributed, informants may be able to deduce the suspected conditions. Dr. Nomura may discuss suspected conditions with the informants. By allowing Dr. Nomura to collect information from informants, you are waiving your and the client's privilege of confidentiality, to the extent necessary to complete the testing.

Dr. Nomura may discuss suspected or provisional diagnoses at the beginning of the testing process. Most of Dr. Nomura's assessment services are comprehensive in nature, and he considers all possible strengths and weaknesses. Many psychological conditions have similar appearances, and the result of an evaluation can be different than the initial suspected condition. Dr. Nomura does not limit testing to identified, suspected conditions. This consent permits testing which could result in diagnoses other than those you discuss with Dr. Nomura.

Dr. Nomura may scrutinize the validity of the data collected from one or more persons or tests. It is critical that parents and informants provide accurate, honest information. It is important that the client, parents, and informants give good effort on evaluation tasks and forms. Dr. Nomura may indicate that some data must be interpreted with varying degrees of caution, or he may find that some data is invalid. This can result from exaggeration, malingering, non-disclosure, guardedness, carelessness, or poor effort. Psychological assessments always carry uncertainty. Accuracy of assessments can be affected by the level of cooperation of clients, parents, or other informants. Dr. Nomura's reports sometimes indicate areas of uncertainty.

Initial:_____

Services May be Denied
Dr. Nomura reserves the right to deny services to individuals whose concerns are beyond his scope of competence or to any individual who abuses or misuses services in any manner (e.g. non-compliance with testing tasks, frequent missed appointments, delinquent payment, etc.). If Dr. Nomura is unable to offer you services for your specified needs, he will discuss other local treatment options and possible referrals with you.

Therapy Services
John Nomura, PhD does not currently provide therapy, counseling, or treatment services. After testing is completed, this relationship will be terminated. Dr. Nomura may provide referrals to appropriate therapeutic services.

Confidentiality
Dr. Nomura recognizes that confidentiality is essential to effective psychological services. Due to the importance of confidentiality, Dr. Nomura may not acknowledge recognizing you in public unless you initiate the interaction. Under most circumstances, all information about you, in written or verbal form, obtained in the assessment process (including your identity as a client) will be kept confidential. Information will not be disclosed to any outside person(s) or agency without your written permission except in certain situations, which include, but are not limited to:

Limitations of confidentiality
- If the client is determined to be in imminent danger of harming him/herself or someone else
- If Dr. Nomura suspects abuse or neglect of children, the elderly, or a disabled person(s)
- If the client or an informant discloses sexual misconduct by a mental health professional
- To qualified personnel for certain kinds of audits or evaluations
- A judge or district attorney's office mandates the release of records
- In legal or regulatory actions against a Dr. Nomura or clinic staff
- Where otherwise legally required.
- Any information that you also share outside of therapy, willingly and publicly, will not be considered protected or confidential by a court.
- For billing and fee collection services
- For clinic operations
- You elect to communicate or allow communication using electronic devices.

Please be aware that certain modes of communication are not secure or confidential, such as email, text, phone, and voice messages. If you choose to use these methods of communication, you agree that Dr. Nomura does not guarantee privacy of your communication or his responses.

If Dr. Nomura's records are requested in a legal proceeding, and you do not provide consent, records may still be subpoenaed. Dr. Nomura is required to comply with court orders and subpoenas. Copies of your records may be kept by Houston Psychotherapists, Inc., owned by Sammie. As a separate entity, the clinic is required to comply with privacy laws. In consenting to services, you agree that Dr. Nomura may share all records with the clinic.

Dr. Nomura often works with minors. Although parents have the right to access their children's records, parents are expected to permit Dr. Nomura and minor clients to exercise confidentiality when needed for therapeutic or rapport purposes. Similarly, family members should know that disclosure between Dr. Nomura and individual family members (e.g., spouses) may be confidential. When parents demand access to clinical notes, Dr. Nomura may terminate services if such access is against his advice. If disclosure of such records could cause harm to the child, records may be withheld from parents, unless subpoenaed. In such circumstances, the court often requires review of the records by a neutral-party psychologist to verify that non-disclosure is necessary.

Limitations of your access to records:
- Release of a minor's records to guardians could cause harm to the minor client.
- Release of records to a permitted family member could cause harm to the client.
- Release of a minor's records to guardians could damage the client/therapist relationship. In such circumstances, records will usually be provided, but services will be terminated.

Initial:_____

- Release of certain records (e.g., session notes) to a client could cause harm to the client.
- Testing protocols are copyrighted and/or require training for interpretation.

When access to records is denied to you, it is usually your right to have the records transferred to another licensed psychologist of your choosing for review, at your expense. Upon request, you may review your psychological records (except when limitations apply). You will be asked to arrange an appointment with Dr. Nomura to review the information. You reserve to right to request corrections or additions to your records. You may be charged a full or partial session fee for administrative costs/time related to getting copies of your records. Psychological records are maintained for 10 years after your last formal contact with your therapist The above is considered a summary. If you have questions about specific situations or any aspects of confidentiality, please feel free to discuss your concerns with Dr. Nomura. You may also contact American Psychological Association at www.apa.org or the Texas State Board of Examiners of Psychologists at (512) 305-7700 or **http://www.tsbep.state.tx.us/**

Dr. Nomura's License (Licensed Psychologist)
Dr. Nomura is a licensed psychologist (#34133). Dr. Nomura provides psychological services to you solely through utilization of this license (LP). Dr. Nomura holds additional licenses and certifications in the mental health field. These may be listed in his written biography online or on his reports, to communicate the scope of his training. Although the scope of training communicated by these different credentials overlaps, Dr. Nomura will not officially utilize these other credentials in services to you. Other credentials include: Licensed Specialist in School Psychology (#33929); Nationally Certified School Psychologist (#37726); Board Certified Behavior Analyst – Doctoral (#1-10-7875). By signing this form, you agree to Dr. Nomura rendering services as a Licensed Psychologist.

Your Rights
If you would like more information about Dr. Nomura's credential as a Licensed Psychologist, or you would like to file a formal complaint against him, please contact the Texas State Board of Examiners of Psychologists at (512) 305-7700 or **http://www.tsbep.state.tx.us/.**

Payments and Fees
It is expected that you will pay for the services provided. Payment must be rendered at the end of each testing session. Payment can be made with cash, credit card, or a personal check. Testing is billed at $165 per hour. Comprehensive assessments often cost between $1300 and $2500 dollars, although higher costs are possible. Failure to make payment may result in suspension or termination of testing services. Written reports are not provided for incomplete testing.

Dr. Nomura can provide you with an estimate based on the planned battery of tests. If you are using insurance and Dr. Nomura is a network provider, the negotiated rate may be lower. If you are using out of network benefits, Dr. Nomura may require you to pay for services when rendered. If and when Dr. Nomura is reimbursed and he is notified of the reimbursement, the funds will be available to you. Clients usually receive notification of payments from their insurance companies. You are responsible for communicating with your insurance company and notifying Dr. Nomura of payments due to you.

Dr. Nomura may retain your payment information, such as credit card information. He may submit charges for any denied insurance claims or unpaid balances. You agree that any amounts which are 60 days past due could be eligible for potential collections and turned over to a Collection Agency, unless prior written arrangements are made directly with Dr. Nomura. You agree to hold Dr. Nomura harmless for actions of collections agencies related to your debt. Collection Agency fees are your responsibility.

Dr. Nomura's staff do not usually call to confirm appointments. Your appointment time has been specifically reserved for you; being on time will ensure that you receive the full time scheduled. If you cannot keep a scheduled appointment, please cancel the appointment **at least 24 hours in advance** (to avoid being charged) so that someone else may have the opportunity to be seen for treatment. If you do not provide at least 24 hour notice to Dr. Nomura by calling 832-377-0063, you will be required to pay a missed session fee of $165 per scheduled hour. The fee will be prorated for fractions of an hour. If you are more than 15 minutes late, you will be charged a missed session fee for that scheduled hour. Testing services will be suspended until receipt of fees.

Electronic Communication
Electronic communications may be convenient, but they are not secure or confidential. You may elect to communicate with Dr.

Initial:_____

Nomura or his office through email, telephone, fax, website, or other electronic device. You may also request that he use these methods to transmit some information. Although Dr. Nomura will take steps to guard your privacy, the confidentiality of these methods of communication are not guaranteed. Your information may be intercepted, stolen, or exposed, and Dr. Nomura cannot be liable for any damages. Dr. Nomura reserves the right to not communicate using electronic methods.

Legal Proceedings

Dr. Nomura does not provide services related to child-custody issues, divorce, or other legal matters. Attempts to solicit services of this nature may be grounds for termination of services. Dr. Nomura and the client/guardians agree that Dr. Nomura or his records will NOT be subpoenaed, requested, or used in any manner for any current or future litigation concerning the child(ren). The client/guardians agree that they will not require the psychologist to testify (deposition, courtroom testimony, or otherwise), concerning his services to the child(ren) in any current or future litigation. Further, the parents will not request or subpoena the records of the psychologist concerning his services to the child(ren) for use in any current or future litigation.

The client/guardians(s) agree that, if any party attempts to subpoena the psychologist or his records, client/guardians(s) agree to pay all costs and attorney's fees incurred by the psychologist, including fees for his time, in defending any attempt to defeat this agreement and force him to testify or produce his records. Client/guardians(s) agree that Dr. Nomura is not obligated to defend this agreement. Dr. Nomura may, at his discretion, comply with a subpoena or records request. Whether or not Dr. Nomura elects to defend this agreement, each guardian (and client, if 18 years old or older) will be financially responsible for all costs and fees.

Each client/guardian signing this document will be liable for 100% of costs and fees, regardless of whether he or she requested or initiated the attempt (subpoena or request for records). By signing this document, each parent is assuming financial liability for all costs and fees associated with ANY subpoena or ANY request for records (for use in legal proceedings). If billing more than one parent for full costs and fees results in overpayment to Dr. Nomura, Dr. Nomura will reimburse each party who paid a disproportionate amount. Reimbursement will be available, by written request, 6 months following the completion of any current or planned legal proceeding related to this client. Services provided in relation to any legal proceeding are billed at $250 per hour. Services are billed in 4 hour blocks, rounded up to the next 4 hour interval. These services are not covered by insurance. Payment is due before services are rendered. A fee will apply to all record requests. Contact Dr. Nomura for the current rate.

Emergencies

If you are experiencing an emergency, please contact 911 or you can contact:

- MHMRA's 24 hour hotline at (713) 970-7000 or 1-866-970-4770
- Crisis Intervention of Houston Hotline at (713) 468-5463 [713-HOTLINE] or 713-529-TEEN
- National Suicide Prevention Lifeline at 1-800-273-TALK (8255), a free, 24-hour hotline available to anyone in suicidal crisis or emotional distress

You can also contact your therapist at the designated phone number, which will be provided you on your therapist's business card.

Conflict of Interest for Some CFISD students

Dr. Nomura does not provide any psychological services to students who attend or plan to attend the campuses listed below. He is under contract with the district to provide services to these campuses, and providing private services to attendees could be a conflict of interest: Willbern Elementary School ; Cook Middle School; Copeland Elementary School. Dr. Nomura does not provide "independent evaluations" as defined in special education law (second-opinion special education eligibility evaluations) to students who attend or plan to attend CFISD schools.

You should know that, whatever school your child attends, he or she may be eligible for free evaluations and/or services under IDEA or Section 504 of the Rehabilitation Act of 1973. You should know that you can ask Dr. Nomura about these options before obtaining services from him or at any time during your relationship with him. Dr. Nomura can provide you with information and resources about these options.

If your child does not attend one of the campuses listed above, and you are not seeking a district-approved "independent evaluation" for special education, these restrictions do not apply to you. You must notify Dr. Nomura if your child is enrolled in or transfers to one of the listed campuses or to Cypress Fairbanks ISD. If a conflict of interest develops, Dr. Nomura may terminate services and refer you to another psychologist.

Initial:_____

John Nomura Ph.D.
Child, Adolescent, & Family Psychology

My signature below indicates that I have read, discussed, understand, and agree to abide by the policies presented in the 5 pages of this informed consent document.

I have also received and read the NOTICE OF PRIVACY PRACTICES (4 pages) document.

_____ _____ /_____ /_____
Name of Child or Adult Client Date of Birth

_____ _____ _____
Signature of Guardian or Adult Client Printed Name Date

_____ _____ _____
Signature of Additional Guardian Printed Name Date

JOHN NOMURA PH.D.
NOTICE OF PRIVACY PRACTICES

Effective Date: ***9/15/2013***

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

If you have any questions about this notice, please contact John Nomura, PhD.

OUR OBLIGATIONS:

We are required by law to:

- Maintain the privacy of protected health information
- Give you this notice of our legal duties and privacy practices regarding health information about you
- Follow the terms of our notice that is currently in effect

HOW WE MAY USE AND DISCLOSE HEALTH INFORMATION:

The following describes the ways we may use and disclose health information that identifies you ("Health Information"). Except for the purposes described below, we will use and disclose Health Information only with your written permission. You may revoke such permission at any time by writing to our practice Privacy Officer.

For Treatment. We may use and disclose Health Information for your treatment and to provide you with treatment-related health care services. For example, we may disclose Health Information to doctors, counselors, psychologists, nurses, technicians, or other personnel, including people outside our office, who are involved in your medical care and need the information to provide you with medical care. John Nomura, PhD is affiliated with Houston Psychotherapists. Your health information may be disclosed to the staff at those clinics.

For Payment. We may use and disclose Health Information so that we or others may bill and receive payment from you, an insurance company or a third party for the treatment and services you received. For example, we may give your health plan information about you so that they will pay for your treatment.

For Health Care Operations. We may use and disclose Health Information for health care operations purposes. These uses and disclosures are necessary to make sure that all of our patients receive quality care and to operate and manage our office. For example, we may use and disclose information to make sure the mental health care you receive is of the highest quality. We also may share information with other entities that have a relationship with you (for example, your health plan) for their health care operation activities.

Appointment Reminders, Treatment Alternatives and Health Related Benefits and Services. We may use and disclose Health Information to contact you to remind you that you have an appointment with us. We also may use and disclose Health Information to tell you about treatment alternatives or health-related benefits and services that may be of interest to you.

Individuals Involved in Your Care or Payment for Your Care. When appropriate, we may share Health Information with a person who is involved in your medical care or payment for your care, such as your family or a close friend. We also may notify your family about your location or general condition or disclose such information to an entity assisting in a disaster relief effort.

SPECIAL SITUATIONS:

As Required by Law. We will disclose Health Information when required to do so by international, federal, state or local law.

To Avert a Serious Threat to Health or Safety. We may use and disclose Health Information when necessary to prevent a serious threat to your health and safety or the health and safety of the public or another person. Disclosures, however, will be made only to someone who may be able to help prevent the threat.

Business Associates. We may disclose Health Information to our business associates that perform functions on our behalf or provide us with services if the information is necessary for such functions or services. For example, we may use another company to perform billing services or electronic communications on our behalf. All of our business associates are obligated to protect the privacy of your information and are not allowed to use or disclose any information other than as specified in our contract.

Military and Veterans. If you are a member of the armed forces, we may release Health Information as required by military command authorities. We also may release Health Information to the appropriate foreign military authority if you are a member of a foreign military.

Workers' Compensation. We may release Health Information for workers' compensation or similar programs. These programs provide benefits for work-related injuries or illness.

Public Health Risks. We may disclose Health Information for public health activities. These activities generally include disclosures to prevent or control disease, injury or disability; report births and deaths; report child abuse or neglect; report reactions to medications or problems with products; notify people of recalls of products they may be using; a person who may have been exposed to a disease or may be at risk for contracting or spreading a disease or condition; and the appropriate government authority if we believe a patient has been the victim of abuse, neglect or domestic violence. We will only make this disclosure if you agree or when required or authorized by law.

Health Oversight Activities. We may disclose Health Information to a health oversight agency for activities authorized by law. These oversight activities include, for example, audits, investigations, inspections, and licensure. These activities are necessary for the government to monitor the health care system, government programs, and compliance with civil rights laws.

Data Breach Notification Purposes. We may use or disclose your Protected Health Information to provide legally required notices of unauthorized access to or disclosure of your health information.

Lawsuits and Disputes. If you are involved in a lawsuit or a dispute, we may disclose Health Information in response to a court or administrative order. We also may disclose Health Information in response to a subpoena, discovery request, or other lawful process by someone else involved in the dispute, but only if efforts have been made to tell you about the request or to obtain an order protecting the information requested.

Law Enforcement. We may release Health Information if asked by a law enforcement official if the information is: (1) in response to a court order, subpoena, warrant, summons or similar process; (2) limited information to identify or locate a suspect, fugitive, material witness, or missing person; (3) about the victim of a crime even if, under certain very limited circumstances, we are unable to obtain the person's agreement; (4) about a death we believe may be the result of criminal conduct; (5) about criminal conduct on our premises; and (6) in an emergency to report a crime, the location of the crime or victims, or the identity, description or location of the person who committed the crime.

National Security and Intelligence Activities. We may release Health Information to authorized federal officials for intelligence, counter-intelligence, and other national security activities authorized by law.

Protective Services for the President and Others. We may disclose Health Information to authorized federal officials so they may provide protection to the President, other authorized persons or foreign heads of state or to conduct special investigations.

USES AND DISCLOSURES THAT REQUIRE US TO GIVE YOU AN OPPORTUNITY TO OBJECT AND OPT

Individuals Involved in Your Care or Payment for Your Care. Unless you object, we may disclose to a member of your family, a relative, a close friend or any other person you identify, your Protected Health

Information that directly relates to that person's involvement in your health care. If you are unable to agree or object to such a disclosure, we may disclose such information as necessary if we determine that it is in your best interest based on our professional judgment.

Disaster Relief. We may disclose your Protected Health Information to disaster relief organizations that seek your Protected Health Information to coordinate your care, or notify family and friends of your location or condition in a disaster. We will provide you with an opportunity to agree or object to such a disclosure whenever we practically can do so.

YOUR WRITTEN AUTHORIZATION IS REQUIRED FOR OTHER USES AND DISCLOSURES

The following uses and disclosures of your Protected Health Information will be made only with your written authorization:

1. Uses and disclosures of Protected Health Information for marketing purposes; and

2. Disclosures that constitute a sale of your Protected Health Information

Other uses and disclosures of Protected Health Information not covered by this Notice or the laws that apply to us will be made only with your written authorization. If you do give us an authorization, you may revoke it at any time by submitting a written revocation to our Privacy Officer and we will no longer disclose Protected Health Information under the authorization. But disclosure that we made in reliance on your authorization before you revoked it will not be affected by the revocation.

YOUR RIGHTS:

You have the following rights regarding Health Information we have about you:

Right to Inspect and Copy. You have a right to inspect and copy Health Information that may be used to make decisions about your care or payment for your care. This includes medical and billing records, other than psychotherapy notes. To inspect and copy this Health Information, you must make your request, in writing, to John Nomura, PhD. We have up to 30 days to make your Protected Health Information available to you and we may charge you a reasonable fee for the costs of copying, mailing or other supplies associated with your request. We may not charge you a fee if you need the information for a claim for benefits under the Social Security Act or any other state of federal needs-based benefit program. We may deny your request in certain limited circumstances. If we do deny your request, you have the right to have the denial reviewed by a licensed healthcare professional who was not directly involved in the denial of your request, and we will comply with the outcome of the review.

Right to an Electronic Copy of Electronic Medical Records. If your Protected Health Information is maintained in an electronic format (known as an electronic medical record or an electronic health record), you have the right to request that an electronic copy of your record be given to you or transmitted to another individual or entity. We will make every effort to provide access to your Protected Health Information in the form or format you request, if it is readily producible in such form or format. If the Protected Health Information is not readily producible in the form or format you request your record will be provided in either our standard electronic format or if you do not want this form or format, a readable hard copy form. We may charge you a reasonable, cost-based fee for the labor associated with transmitting the electronic medical record.

Right to Get Notice of a Breach. You have the right to be notified upon a breach of any of your unsecured Protected Health Information.

Right to Amend. If you feel that Health Information we have is incorrect or incomplete, you may ask us to amend the information. You have the right to request an amendment for as long as the information is kept by or for our office. To request an amendment, you must make your request, in writing, to John Nomura, PhD.

Right to an Accounting of Disclosures. You have the right to request a list of certain disclosures we made of Health Information for purposes other than treatment, payment and health care operations or for which you

provided written authorization. To request an accounting of disclosures, you must make your request, in writing, to John Nomura, PhD.

Right to Request Restrictions. You have the right to request a restriction or limitation on the Health Information we use or disclose for treatment, payment, or health care operations. You also have the right to request a limit on the Health Information we disclose to someone involved in your care or the payment for your care, like a family member or friend. For example, you could ask that we not share information about a particular diagnosis or treatment with your spouse. To request a restriction, you must make your request, in writing, to John Nomura, PhD. We are not required to agree to your request unless you are asking us to restrict the use and disclosure of your Protected Health Information to a health plan for payment or health care operation purposes and such information you wish to restrict pertains solely to a health care item or service for which you have paid us "out-of-pocket" in full. If we agree, we will comply with your request unless the information is needed to provide you with emergency treatment.

Out-of-Pocket-Payments. If you paid out-of-pocket (or in other words, you have requested that we not bill your health plan) in full for a specific item or service, you have the right to ask that your Protected Health Information with respect to that item or service not be disclosed to a health plan for purposes of payment or health care operations, and we will honor that request.

Right to Request Confidential Communications. You have the right to request that we communicate with you about medical matters in a certain way or at a certain location. For example, you can ask that we only contact you by mail or at work. To request confidential communications, you must make your request, in writing, to John Nomura, PhD. Your request must specify how or where you wish to be contacted. We will accommodate reasonable requests.

Right to a Paper Copy of This Notice. You have the right to a paper copy of this notice. You may ask us to give you a copy of this notice at any time. Even if you have agreed to receive this notice electronically, you are still entitled to a paper copy of this notice. You may obtain a copy of this notice at our web site, www.johnnomura.com. To obtain a paper copy of this notice, contact John Nomura, PhD.

CHANGES TO THIS NOTICE:

We reserve the right to change this notice and make the new notice apply to Health Information we already have as well as any information we receive in the future. We will post a copy of our current notice at our office. The notice will contain the effective date on the first page, in the top right-hand corner.

COMPLAINTS:

If you believe your privacy rights have been violated, you may file a complaint with our office or with the Secretary of the Department of Health and Human Services. To file a complaint with our office, contact John Nomura, PhD. All complaints must be made in writing. **You will not be penalized for filing a complaint**.

Affiliated Clinics:
Houston Psychotherapists, Inc.; 21216 Northwest Fwy, Suite 450, Cypress, TX 77429
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