

# HIPAA NOTICE OF PRIVACY PRACTICES

Child & Family Guidance Center of Texoma 804 E. Pecan Grove Road, Sherman, TX 75090

Telephone: 903-893-7768 Fax: 903-893-4979 e-mail: [help@cfgcenter.org](mailto:help@cfgcenter.org)

Effective Date April 12, 2003, Revised June 2007, March 2010, November 2011, January 2013

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

**II. IT IS CFGC'S LEGAL DUTY TO SAFEGUARD YOUR PROTECTED HEALTH INFORMATION (PHI).**

By law CFGC is required to insure that your PHI is kept private. The PHI constitutes information created or noted by CFGC that can be used to identify you. It contains data about your past, present, or future health or condition, the provision of health care services to you, or the payment for such health care. CFGC is required to provide you with this Notice about our privacy procedures. This Notice must explain when, why, and how CFGC would use and/or disclose your PHI. **Use** of PHI means when CFGC shares, applies, utilizes, examines, or analyzes information within its practice; PHI is **disclosed** when CFGC releases, transfers, gives, or otherwise reveals it to a third party outside this practice. With some exceptions, CFGC may not use or disclose more of your PHI than is necessary to accomplish the purpose for which the use or disclosure is made; however, CFGC is always legally required to follow the privacy practices described in this Notice.

Please note that CFGC reserves the right to change the terms of this Notice and its privacy policies at any time. Any changes will apply to PHI already on file with CFGC. Before CFGC makes any important changes to its policies, CFGC will immediately change this Notice and post a new copy of it in the office and on its website. You may also request a copy of this Notice from CFGC or you can view a copy of it in the office or on the website, which is located at [www.cfgcenter.org](http://www.cfgcenter.org).

**III. HOW CFGC WILL USE AND DISCLOSE YOUR PHI**

CFGC will use and disclose your PHI for many different reasons. Some of the uses or disclosures will require your prior written authorization; others, however, will not. Below you will find the different categories of CFGC's uses and disclosures, with some examples.

**A. Uses and Disclosures Related to Treatment, Payment, or Health Care Operations Do Not Require Your Prior Written Consent.**

CFGC may use and disclose your PHI without your consent for the following reasons:

**1. For treatment.** CFGC may disclose your PHI to physicians, psychiatrists, psychologists, and other licensed health care providers who provide you with health care services or are otherwise involved in your care. Example: If a psychiatrist is treating you, CFGC may disclose your PHI to her/him in order to coordinate your care.

**2. For health care operations.** CFGC may disclose your PHI to facilitate the efficient and correct operation of center practices. Examples: Quality control - CFGC might use your PHI in the evaluation of the quality of health care services that you have received or to evaluate the performance of the health care professionals who provided you with these services. CFGC may also provide your PHI to its attorneys, accountants, consultants, and others to make sure that CFGC is in compliance with applicable laws.

**3. To obtain payment for treatment.** CFGC may use and disclose your PHI to bill and collect payment for the treatment and services CFGC provided to you. Example: CFGC might send your PHI to your insurance company or health plan in order to get payment for the health care services that a therapist has provided to you. CFGC could also provide your PHI to business associates, such as billing companies, claims processing companies, and others that process health care claims for our office.

**4. Other disclosures.** Examples: Your consent is not required if you need emergency treatment, provided that your CFGC therapist attempts to get your consent after treatment is rendered. In the event that CFGC tries to get your consent but you are unable to communicate with CFGC (for example, if you are unconscious or in severe pain), but CFGC thinks that you would consent to such treatment if you could, CFGC may disclose your PHI.

**B. Certain Other Uses and Disclosures Do Not Require**

**Your Consent.** CFGC may use and or disclose your PHI without your consent or authorization for the following reasons:

**1. When disclosure is required by federal, state, or local law; judicial, board, or administrative proceedings; or law enforcement.** Example: CFGC may make a disclosure to the appropriate officials when a law requires us to report information to government agencies, law enforcement personnel and/or in an administrative proceeding.

**2. If disclosure is compelled by a party to a proceeding before a court of and administrative agency pursuant to its lawful authority.**

**3. If disclosure is required by a search warrant lawfully issued to a governmental law enforcement agency.**

**4. If disclosure is compelled by the patient or the patient's representative pursuant to Texas Health and Safety Codes or to corresponding federal statutes of regulations,** such as the Privacy Rule that requires this Notice.

**5. To avoid harm.** CFGC may provide PHI to law enforcement personnel or persons able to prevent or mitigate a serious threat to the health or safety of a person or the public.

**6. If disclosure is compelled or permitted by the fact that you are in such mental or emotional condition as to be dangerous to yourself or the person or property of others, and if CFGC determines that disclosure is necessary to prevent the threatened danger.**

**7. If a disclosure is mandated by the Texas Child Abuse and Neglect Reporting law.** For example, if CFGC has a reasonable suspicion of child abuse or neglect.

**8. If disclosure is mandated by the Texas Elder/Dependent Adult Abuse Reporting law.** For example, if CFGC has a reasonable suspicion of elder abuse or dependent adult abuse.

**9. If disclosure is compelled or permitted by the fact that you tell CFGC's therapist of a serious/imminent threat of physical violence by you against a reasonably identifiable victim or victims.**

**10. For public health activities.** Example: In the event of your death, if a disclosure is permitted or compelled, CFGC may need to give the county coroner information about you.

**11. For health oversight activities.** Example: CFGC may be required to provide information to assist the government in the course of an investigation or inspection of a health care organization or provider.

**12. For specific government functions.** Examples: CFGC may disclose PHI of military personnel and veterans under certain circumstances. Also, CFGC may disclose PHI in the interests of national security, such as protecting the President of the United States or

assisting with intelligence operations.

**13. For research purposes.** In certain circumstances, CFGC may provide PHI in order to conduct medical research.

**14. For Workers' Compensation Purposes.** CFGC may provide PHI in order to comply with Workers' Compensation laws.

**15. Appointment reminders and health related benefits or services.** Examples: CFGC may use PHI to provide appointment reminders. CFGC may use PHI to give you information about alternative treatment options or other health care services or benefits we offer.

**16. If an arbitrator or arbitration panel compels disclosure,** when arbitration is lawfully requested by either party, pursuant to subpoena *duces tectum* (e.g., a subpoena for mental health records) or any other provision authorizing disclosure in a proceeding before an arbitrator or arbitration panel.

**17. CFGC is permitted to contact you without your prior authorization to provide appointment reminders or information about alternative or other health-related benefits and services that may be of interest to you.**

**18. If disclosure is permitted to a health oversight agency for oversight activities authorized by law.** Example: When compelled by U.S. Secretary of Health and Human Services to investigate or assess a therapist's compliance with HIPAA regulations.

**19. If disclosure is otherwise specifically required by law.**

**C. Certain Uses and Disclosures Require You to Have the Opportunity to Object.**

**1. Disclosures to family, friends, or others.** CFGC may provide your PHI to a family member, friend, or other individual who you indicate is involved in your care or responsible for the payment for your health care, unless you object in whole or in part. Retroactive consent may be obtained in emergency situations.

**D. Other Uses and Disclosures Require Your Prior Written Authorization.** In any other situation not described in Sections IIIA, IIIB, and IIIC above, CFGC will request your written authorization before using or disclosing any of your PHI. Even if you have signed an authorization to disclose your PHI, you may later revoke that authorization, in writing, to stop any future uses and disclosures (assuming that CFGC hasn't taken any action subsequent to the original authorization) of your PHI by CFGC.

#### **IV. WHAT RIGHTS YOU HAVE REGARDING YOUR PHI**

These are your rights with respect to your PHI:

**A. The Right to See and Get Copies of Your PHI.** In general, you have the right to see your PHI that is in CFGC's possession, or to get copies of it; however, you must request it in writing. If CFGC does not have your PHI, but knows who does, CFGC will advise you how you can get it. You will receive a response from CFGC within 30 days of us receiving your written request. Under certain circumstances, CFGC may feel it must deny your request, but if we do, we will give you, in writing, the reasons for denial. We will also explain your right to have its denial reviewed. If you ask for copies of your PHI, CFGC will charge you no more than \$.25 per page. CFGC may see fit to provide you with a summary or explanation of the PHI, but only if you agree to it, as well as to the cost, in advance.

**B. The Right to Request Limits on Uses and Disclosures of Your PHI.** You have the right to ask that CFGC limit how we use and disclose your PHI. While CFGC will consider your request, CFGC is not legally bound to agree. If we do agree to your request, we will put those limits in writing and abide by them except in emergency situations. You do not have the right to limit the uses and disclosures that CFGC is legally required or permitted to make.

**C. The Right to Choose How CFGC Sends Your PHI to You.** It is your right to ask that your PHI be sent to you at an alternate address (for example, sending information to your work address rather than your home address) or by an alternate method (for example, via email instead of by regular mail). CFGC is obliged to agree to your request providing that CFGC can give you the PHI, in the format you requested, without undue inconvenience.

**D. The Right to Get a List of the Disclosures CFGC Has Made.** You are entitled to a list of disclosures of your PHI that CFGC has made. The list will not include uses or disclosures to which you have already consented, i.e., those for treatment, payment, or health care operations, sent directly to you, or to your family; neither will the list include disclosures made for national security purposes, to corrections or law enforcement personnel, or disclosures made before April 15, 2003. After April 15, 2003, disclosure records will be held for six years. CFGC will respond to your request for an accounting of disclosures within 60 days of receiving your request. The list CFGC gives you will include disclosures made in the previous six years (the first six year period being 2003-2009), unless you indicate a shorter period. The list will include the date of the disclosure, to whom PHI was disclosed (including the party's address, if known), a description of the information disclosed, and the reason for the disclosure. CFGC will provide the list to you at no cost, unless you make more than one request in the same year, in which case CFGC will charge you a reasonable sum based on a set fee for each additional request.

**E. The Right to Amend Your PHI.** If you believe that there is some error in your PHI or that important information has been omitted, it is your right to request that CFGC correct the existing information or add the missing information. Your request and the reason for the request must be made in writing. You will receive a response within 60 days of CFGC's receipt of your request. CFGC may deny your request, in writing, if CFGC finds that: the PHI is (a) correct and complete, (b) forbidden to be disclosed, (c) not part of CFGC's records, or (d) written by someone other than CFGC. Our denial must be in writing and must state the reasons for the denial. It must also explain your right to file a written statement objecting to the denial. If you do not file a written objection, you still have the right to ask that your request and CFGC's denial be attached to any future disclosures of your PHI. If CFGC approves your request, we will make the change(s) to your PHI. Additionally, CFGC will tell you that the changes have been made, and will advise all others who need to know about the change(s) to your PHI.

**F. The Right to Get This Notice by Email.** You have the right to get this notice by email. You have the right to request a paper copy of it as well.

#### **V. HOW TO COMPLAIN ABOUT CFGC'S PRIVACY PRACTICES**

If, in your opinion, CFGC has violated your privacy rights, or if you object to a decision CFGC made about access to your PHI, you are entitled to file a complaint with the person listed in Section VI below. You may also send a written complaint to the Secretary of the Department of Health and Human Services at 200 Independence Avenue S.W. Washington, D.C. 20201. If you file a complaint about CFGC's privacy practices, CFGC will take no retaliatory action against you.

#### **VI. PERSON TO CONTACT FOR INFORMATION ABOUT THIS NOTICE OR TO COMPLAIN ABOUT CFGC'S PRIVACY PRACTICES**

If you have any questions about this notice or any complaints about CFGC's privacy practices, or would like to know how to file a complaint with the Secretary of the Department of Health and Human Services, please contact CFGC Executive Director or Clinical Director at 804 E. Pecan Grove Road, Sherman, TX 75090, 903) 893 7768, or [www.cfgcenter.org](http://www.cfgcenter.org)

Note: CFGC acknowledges that state law may preempt HIPAA regulations IF the state law is more protective of an individual's privacy.

## OFFICE POLICIES & GENERAL INFORMATION AGREEMENT FOR PSYCHOTHERAPY SERVICES

**Child & Family Guidance Center of Texoma CFGC) 804 E. Pecan Grove Road, Sherman, TX 75090**  
**Telephone: 903-893-7768 Fax: 903-893-4979 e-mail: [help@cfgcenter.org](mailto:help@cfgcenter.org)**

This form provides you (client) with information that is additional to that detailed in the Notice of Privacy Practices.

**CONFIDENTIALITY:** All information disclosed within sessions and the written records pertaining to those sessions are confidential and may not be revealed to anyone without your (client's) written permission, except where disclosure is required by law. Most of the provisions explaining when the law required disclosure were described to you in the Notice of Privacy Practices that you received with this form.

**When Disclosure Is Required By Law:** Some of the circumstances where disclosure is required by the law are: where there is a reasonable suspicion of child, dependent or elder, abuse or neglect; and where a client presents a danger to self, to others, to property, or is gravely disabled ( for more details see also Notice of Privacy Practices form.)

**When Disclosure May Be Required:** Disclosure may be required pursuant to a legal proceeding. If you place your mental status at issue in litigation initiated by you, the defendant may have the right to obtain the psychotherapy records and/or testimony by your CFGC therapist. In couple and family therapy, or when different family members are seen individually, confidentiality and privilege do not apply between the couple or among family members. The CFGC therapist will use his/her judgment when revealing such information. The therapist will not release records to any outside party unless s/he is authorized to do so by all adult family members who were part of the treatment.

**Emergencies:** If there is an emergency during the client's and CFGC therapist's work together, or in the future after termination, where your CFGC therapist becomes concerned about your personal safety, the possibility of you injuring someone else, or about you receiving proper psychiatric care, s/he will do whatever s/he can within the limits of the law, to prevent you from injuring yourself or others and to ensure that you receive the proper medical care. For this purpose, s/he may also contact the person whose name you have provided on the initial client information sheet.

**Health Insurance & Confidentiality of Records:** Disclosure of confidential information may be required by your health insurance carrier or HMO/PPO/MCO/EAP in order to process the claims. If you so instruct your CFGC therapist, only the minimum necessary information will be communicated to the carrier. Unless authorized by you explicitly, the Psychotherapy Notes will not be disclosed to your insurance carrier. Your CFGC therapist has no control or knowledge over what insurance companies do with the information he/she submits or who has access to this information.

You must be aware that submitting a mental health invoice for reimbursement carries a certain amount of risk to confidentiality, privacy, or to future eligibility to obtain health or life insurance. The risk stems from the fact that mental health information is entered into insurance companies' computers and soon will also be reported to the, congress approved, National Medical Data Bank. Accessibility to companies' computers or to the National Medical Data Bank database is always in question, as computers are inherently vulnerable to break-ins and unauthorized access. Medical data has been reported to have been sold, stolen, or accessed by enforcement agencies; therefore, you are in a vulnerable position.

**Confidentiality of E-mail, Cell Phone and Faxes Communication:** It is very important to be aware that e-mail and cell phone communication can be relatively easily accessed by unauthorized people and hence, the privacy and confidentiality of such communication can be compromised. E-mails, in particular, are vulnerable to such unauthorized access due to the fact that servers have unlimited and direct access to all e-mails that go through them. Faxes can easily be sent erroneously to the wrong address. Please notify CFGC at the beginning of treatment if you decide to avoid or limit in any way the use of any or all of the above-mentioned communication devices. Please do not use e-mail or faxes for emergencies.

**Litigation Limitation:** Due to the nature of the therapeutic process and the fact that it often involves making a full disclosure with regard to many matters which may be of a confidential nature, it is agreed that should there be legal proceedings (such as, but not limited to divorce and custody disputes, injuries, lawsuits, etc.), neither you (client) nor your attorney, nor anyone else acting on your behalf will call on CFGC or its therapists to testify in court or at any other proceeding, nor will a disclosure of the psychotherapy records be requested.

**Consultation:** Your CFGC therapist consults regularly with other professionals regarding his/her clients; however, the client's name or other identifying information is never mentioned. The client's identity remains completely anonymous, and confidentiality is fully maintained.

- Considering all of the above exclusions, if it is still appropriate, upon your request your CFGC therapist will release information to any agency/person you specify unless your CFGC therapist concludes that releasing such information might be harmful in any way.

**TELEPHONE & EMERGENCY PROCEDURES:** If you need to contact your CFGC therapist between sessions, please leave a message by calling (903) 893-7768 and your call will returned as soon as possible. If it is an emergency call the Police (911) or go to your nearest emergency room.

**PAYMENTS & INSURANCE REIMBURSEMENT:** The cost of the initial intake session is \$130.00, payable at the beginning of the session. The center's regular session fee is \$100.00 for 45-60 minute individual or family sessions. We accept payment from Medicaid, CHIP, and other insurance carriers. In the event you have no resources to help pay the fee, we offer sliding scale fees, depending on the **TOTAL** household income (including income from **ALL** persons living in the home), and based on the number of people supported by the total income(s). To qualify for the sliding scale, you must provide proof of **ALL** household income. If you have private insurance, we will file the insurance, or we

will provide receipts which you can use to file for reimbursement. Clients are responsible to check with their insurance carriers to determine if **Child & Family Guidance Center of Texoma** is in network and to check network benefits. Not all issues/conditions/problems, which are the focus of psychotherapy are reimbursed by insurance companies. It is your responsibility to verify the specifics of your coverage. Also, as was indicated in the section, *Health Insurance & Confidentiality of Records*, you must be aware that submitting a mental health invoice for reimbursement carries a certain amount of risk. Clients who carry insurance must remember that professional services are rendered and charged to the clients and not to the insurance companies; hence, the Center must look to you for payment. Should your insurance carrier deny benefits, and you choose to continue seeking services at this agency, the initial appointment fee will be a **MINIMUM** of \$35.00. Telephone conversations, site visits, report writing and reading, consultation with other professionals, release of information, reading records, longer sessions, travel time etc., will be charged at the same rate, unless indicated and agreed to otherwise. Please notify the CFGC office manager if any problem arises during the course of therapy regarding your ability to make timely payments.

**THE PROCESS OF THERAPY/EVALUATION:** Participation in therapy can result in a number of benefits to you, including improving interpersonal relationships and resolution of the specific concerns that led you to seek therapy. Working toward these benefits, however, requires effort on your part. Psychotherapy requires your very active involvement, honesty, and openness in order to change your thoughts, feelings and/or behaviors. Your CFGC therapist will ask for your feedback and views on your therapy, its progress, and other aspects of the therapy and will expect you to respond openly and honestly. Sometimes more than one approach can be helpful in dealing with a certain situation. During evaluation or therapy, remembering or talking about unpleasant events, feelings, or thoughts can result in your experiencing considerable discomfort or strong feelings of anger, sadness, worry, fear, etc., or you may experience anxiety, depression, insomnia, etc. Your CFGC therapist may challenge some of your assumptions or perceptions or propose different ways of looking at, thinking about, or handling situations. These challenges can cause you to feel very upset, angry, depressed, challenged, or disappointed. Attempting to resolve issues that initially brought you to therapy, such as personal or interpersonal relationships, may result in changes that were not originally intended. Psychotherapy may result in decisions about changing behaviors, employment, substance use, schooling, housing, or relationships. Sometimes a decision that is positive for one family member is viewed quite negatively by another family member. Change will sometimes be easy and swift, but more often it will be slow and even frustrating. There is no guarantee that psychotherapy will yield positive or intended results. During the course of therapy, your CFGC therapist is likely to draw on various psychological approaches according, in part, to the problem that is being treated and his/her assessment of what will best benefit you. These approaches include behavioral, cognitive-behavioral, psychodynamic, existential, system/family developmental (adult, child, family), psycho-educational, or play therapy.

**Discussion of Treatment Plan:** Within a reasonable period of time after the initiation of treatment, your CFGC therapist will discuss with you (client) his/her working understanding of the problem, treatment plan, therapeutic objectives, and his/her view of the possible outcomes of treatment. If you have any unanswered questions about any of the procedures used in the course of your therapy, their possible risks, your CFGC therapist's expertise in employing them, or about the treatment plan, please ask and you will be answered fully. You also have the right to ask about other treatments for your condition and their risks and benefits. If you could benefit from any treatment that your CFGC therapist does not provide s/he has an ethical obligation to assist you in obtaining those treatments.

**Termination:** As set forth above, after the first couple of meetings, your CFGC therapist will assess if s/he can be of benefit to you. Your CFGC therapist does not accept clients who, in his/her opinion, s/he cannot help. In such a case, s/he will give you a number of referrals that you can contact. If at any point during psychotherapy, your CFGC therapist assesses that s/he is not effective in helping you reach the therapeutic goals, s/he is obliged to discuss it with you and, if appropriate, to terminate treatment. In such a case, s/he would give you a number of referrals that may be of help to you. If you request it and authorize it in writing, your CFGC therapist will talk to the psychotherapist of your choice in order to help with the transition. If at any time you want another professional's opinion or wish to consult with another therapist, your CFGC therapist will assist you in finding someone qualified, and if s/he has your written consent, s/he will provide her or him with the essential information needed. You have the right to terminate therapy at any time. If you choose to do so, your CFGC therapist will offer to provide you with names of other qualified professionals whose services you might prefer.

**Dual Relationships:** Grayson County is a small community, and many clients know each other and CFGC therapists from various community activities/functions. Consequently, you may bump into someone you know in the waiting room or into a particular CFGC therapist out in the community. Your CFGC therapist will never acknowledge working therapeutically with anyone without his/her written permission. Many clients choose a particular CFGC therapist as their therapist because they know him/her before they enter into therapy with him/her and/or are aware of his/her stance on the topic. Nevertheless, your CFGC therapist will discuss with you, his/her client/s, the often existing complexities, potential benefits, and difficulties that may be involved in such relationships. Dual or multiple relationships can enhance therapeutic effectiveness but can also detract from it, and often it is impossible to know that ahead of time. It is your, the client's, responsibility to communicate to your CFGC therapist if the dual relationship becomes uncomfortable for you in any way. Your CFGC therapist will always listen carefully and respond accordingly to your feedback. Your CFGC therapist will discontinue the dual relationship if s/he finds it interfering with the effectiveness of the therapeutic process or the welfare of the client and, of course, you can do the same at any time. Therapy NEVER involves a sexual relationship between a therapist and a client.

**CANCELLATION:** Since scheduling of an appointment involves the reservation of time specifically for you, a minimum 24 hours notice is required for re-scheduling or canceling an appointment. If two (02) appointments are not canceled with proper notice, the Center reserves the right to refer you elsewhere for therapy.

