



Explanation of Psychotherapy/Counseling Services

After-Hour Emergencies

A trained crisis worker is available 24-hours, seven days per week when PBCG is closed. You can reach crisis services in case of an emergency, by contacting any of the following:

CRISIS CONTACTS

855-662-7474 [New Mexico Crisis Access Line](#)

855-466-7100 [New Mexico Peer-to-Peer Warmline](#)

800-273-8255 [National Suicide Prevention Lifeline](#)

888-628-9454 [Línea Telefónica Nacional de Suicidio](#)

866-488-7386 [The Trevor Lifeline, Crisis Intervention for LGBTQ youth](#)

575-887-4100 [Carlsbad Medical Center,](#)
2430 W Pierce St. Carlsbad, NM 88220

911 [Emergency Services Operator](#)

[Crisis Text Line: Text "Home" to 741741](#)

[Veterans Crisis Text Line: Text to 838255](#)

PBCG Contact Info

102 N Main St
Carlsbad, NM 88220
Office 575-249-2561
Fax 575-541-3645

info@wtcg.us
www.wtcg.us

If you call PBCG after business hours, you will be connected to our answering service. If you express that you are in crisis or experiencing an emergency, all efforts will be made to transfer you to the local 24-hour crisis line. If you decline to be transferred to the crisis line or terminate the call after voicing that you are experiencing a mental health emergency, the answering service will make every effort to notify local law enforcement of the nature of your crisis, in attempts to get you necessary and immediate care. If you are in mental health crisis, please seek help. We recommend that you refrain from driving yourself while you're in crisis if any other option exists: friend, neighbor, taxi, case manager, or calling 911.

Mental Health Services

Permian Basin Counseling & Guidance (PBCG) recognizes that it may not be easy to seek help from a mental health professional; we hope that, with our help, you will be better able to understand your situation and

feelings and will be able to move toward resolving your difficulties. The therapist will strive to help you grow toward greater health and wholeness by providing counseling services within a biopsychosocial, cognitive-behavioral perspective. Our therapists work within the context of each individual's beliefs, and no attempt is made to impose a personal theology. We invite and encourage you or your loved ones to ask questions about your treatment, your treatment plan, and anything which you may not understand as much as you would like. This is your treatment and we are here to be helpful to you.

Therapist

The therapist is a licensed professional engaged in providing mental healthcare services to clients directly as an employee of PBCG. The therapist has explained their level of education, licensure, qualifications, and applicable experience to provide psychotherapy/counseling services.

Relationship

Your relationship with the therapist is a professional and therapeutic relationship. Your therapist will work with you to develop a relationship based on trust, nonjudgmental acceptance, unconditional positive regard, warmth, empathy, genuineness, and clear and open communication. We encourage clients to inform therapists about their perceptions of the therapeutic interventions as well as the relationship with their therapists, both strengths and areas in need of improvement.

In order to preserve this relationship, it is imperative that the therapist not have any other type of relationship with you. Personal and/or business relationships undermine the effectiveness of the therapeutic relationship. The therapist cares about helping you but is not in a position to be your friend or to have a social and personal relationship with you. This includes, but is not limited to social media. It is inappropriate for your therapist to be your friend on social media- Facebook, Instagram, SnapChat, etc. Gifts, bartering, and trading services are not appropriate and should not be shared between you and the therapist. If you believe that your therapist has engaged in a personal and/or business relationship with you, please inform the executive director, one of the supervisors, or the director of quality assurance.

Privacy & Confidentiality

Discussions between a therapist and a client are bound by federal and state laws, rules, professional ethics, and agency policy concerning privacy and confidentiality. The vast majority of what is discussed in therapy stays between the client and the therapist; however, there are some situations that either require or allow the therapist or PBCG staff to disclose protected health information (PHI) without the client's authorization. No information will be released without the client's written consent unless provided for by law. Clients have the right to only disclose that information the client is comfortable with.

Therapists keep written documentation of sessions. These notes are stored in an electronic medical record (EMR) on a server. The EMR and the server are encrypted, password protected, and have user level access. One therapist cannot see another therapist's list of clients or their notes. The directors can see notes to ensure quality of service. The billing staff can see notes to ensure they are billing for only those services provided and documented. Third-party payer sources can request copies of notes to ensure they are paying for the services they have agreed to pay for.

Possible exceptions to confidentiality include but are not limited to the following situations: (a) abuse, neglect, or exploitation of a child (age 17 or younger), a person 65 years old or older, or a patient in any type of licensed facility (mental health facility, hospital, nursing home, assisted living center); (b) if a client or other person is believed to be an imminent serious risk of harm to self or others; (c) when there is an order from a court or administrative tribunal, a subpoena or other lawful process- these typically occur in divorces, child custody cases, adoptions, CPS or APS involved cases, criminal cases, or suits in which the mental health of a party is in issue; (d) a negligence suit brought by the client against the therapist or the filing of a complaint with a licensing board or other state or federal regulatory authority; (e) essential government functions, affecting certain military service members, issues of intelligence and national security activities that are authorized by law, and eligibility for certain government benefit programs; (f) certain law enforcement purposes; (g) for the purposes of health oversight agencies; (h) U.S. Department of Health & Human Services compliance investigation, review or enforcement action; treatment, payment, and health care operations- including, but not limited to: communication with other health care agencies and providers for the purposes of continuity of care for client's healthcare; communication with the referral agency, consultation, and fee disputes between therapist and the client; (j) public health purposes; (k) workers' compensation claims or cases; (l) emergencies when client cannot provide consent; and (m) incident to an otherwise permitted use and disclosure.

In cases which mandate a report, such as a CPS or APS report, there is no discretion on the part of the therapist to not report. Mandatory reports are legal requirements and the therapist is compelled to make the report, irrespective of the wishes of the client, family, guardian, therapist, agency, etc.

PBCG will rely on professional ethics and best judgments in deciding which of these permissive uses and disclosures to make. If you have any questions regarding confidentiality, you should bring them to the attention of the therapist. You may also consult an attorney. You are also releasing and holding harmless the therapist from any departure from your right of confidentiality that may result.

Duty to Protect/Warn

In the event that the therapist reasonably believes that the client poses a serious threat to the physical or emotional health and safety of themselves or others, the therapist may disclose PHI that is necessary to prevent or lessen a serious and imminent threat to any person or the public, when such disclosure is made to someone the therapist believes can prevent or lessen the threat (including law enforcement and medical personnel, and the target of the threat). By signing the Informed Consent for Psychotherapy/Counseling & Receipt of Privacy Practices form, you acknowledge the therapist's intent to act to protect the client and others from serious harm, and consent is given for the therapist to warn anyone believed to prevent the harm. This authorization shall expire when the threat of harm is resolved.

By signing the Informed Consent for Psychotherapy/Counseling & Receipt of Privacy Practices form, you acknowledge that you have the right to revoke this authorization in writing at any time to the extent the therapist has not taken action in reliance on their belief. You further acknowledge that even if you revoke this authorization, the use and disclosure of your PHI could still be permitted by law as indicated above and in the Notice of Privacy Practices section of this document. You acknowledge that you have been advised by the therapist of the potential of the re-disclosure of your protected health information by the authorized recipients, and that it will no longer be protected by the federal Privacy Rule. You further acknowledge that the treatment provided to you by the therapist was conditioned on you providing this authorization.

Risks of Therapy

Therapy is the Greek word for *change*. Clients often learn things about themselves that they don't like. Often growth cannot occur until past issues are experienced and confronted, often causing distressing feelings such as sadness and anxiety. The success of therapy depends upon the quality of the efforts of both the therapist and client, along with the reality that clients are responsible for the lifestyle choices/changes that may result from therapy. Risks include, but are not limited to the following:

- Little or no change or progress in the presenting problems; things essentially stay as they are.
- The presenting problem(s) continue to deteriorate and things ultimately get worse. This can then lead to other problems- hospitalizations (voluntary or involuntary), relationships that fall apart, divorce/separation, financial problems, lack of housing, substance use problems, losing a job, health problems, educational problems, spiritual and religious problems, neglecting personal care or needs, sexual dysfunction, separations or divorces, self-harming behaviors, suicide attempts, and dying by suicide.
- The presenting problem begins to improve but this causes problems in other areas of client's life:
 - Others in the client's life (significant other, family, boss, friends, etc) do not like the changes, e.g., a client with longstanding depression and low self-esteem starts making progress and begins to become more social and more assertive. Their boss does not like that they now say "no" to working late, and their spouse does not like that they go out and socialize with their friends and have taken up photography.
 - Client realizes that they are dissatisfied in current situation (job, town, caregiver role, relationship, marriage, etc) and make substantial changes.
 - A client with longstanding mental health related disability receives treatment and the disability all but disappears. A re-evaluation of the client's disability case results in the client's disability rating being reduced or cleared and the client possibly loses benefits as a result.
- As part of the clinical services provided, the client could be assigned a diagnosis that affects them in various ways: Some diagnoses could have adverse effects on employment or ability to maintain a security clearance. Some diagnoses could have adverse effects on future health or life insurance. Some clients develop distress when assigned certain diagnoses. Client may not be assigned a diagnoses which qualifies them for services or programs the client has been pursuing. Some diagnoses could have adverse effects on the ability to possess, use, or carry a firearm based on state and federal laws. Some diagnoses may be an asset or liability in criminal proceedings.
- As a result of information shared in therapy, or due to the nature of distress experienced by the individual, other agencies or services could become involved with the client: Hospitals, Child Protective Services, Adult Protective Services, Law Enforcement agencies, etc.

Appointments and Cancellations

Appointments are made by calling 325-944-2561, Monday through Friday between the hours of 8:00 am and 5:00 pm. Please call to cancel or reschedule at least 24 hours in advance, or you may be charged for the missed appointment. Third-party payments will not usually cover or reimburse for missed appointments. Medicaid law prevents us from charging a missed appointment fee to Medicaid clients. Clients who repeatedly miss appointments may be discharged from services or put on a call-back list (see the *No Show & Cancellations* form, page 7). Your therapist reserves the right to cancel your appointment if you show up sick, with minor children, or any other issue that might interfere with the counseling session.

Number and Length of Sessions

The number of sessions needed depends on many factors and will be discussed by the therapist. The length of therapy sessions vary depending on several factors, and your therapist will discuss this with you. Factors that may affect number and length of sessions include, but are not limited to: the type of treatment, severity of the illness, how long the problem has been going on, previous attempts to address the issue, developmental level of the client, client capabilities, client's level of self-disclosure, goals of the client, client's level of commitment, relationship between client and therapist, and therapist's skill level.

Goals and Purposes of Therapy

The purpose of therapy is to help restore or enhance social, psychosocial, or bio-psychosocial functioning of individuals, couples, families, groups, and/or persons who are adversely affected by social or psychosocial stress or health impairment. Therapy helps the client to achieve the mental, emotional, physical, social, moral, educational, spiritual, or career-related development and adjustment of the client throughout the client's life.

Whereas the purposes of therapy are the same across clients, goals of therapy are highly individualized. Clients have incredibly diverse backgrounds, values, cultures, and personal preferences. What may be important to one person may have little to no significance to another. Therapists do not impose their own goals for therapy on their clients. It is the therapist's role to help the client clarify their goals for therapy and for the therapist to help the client achieve these goals. Client input into setting goals of therapy is absolutely vital to the success of therapy. As therapy progresses, client goals may change.

Techniques of Therapy

There may be multiple interventions to effectively treat the problems you are experiencing. The therapist has discussed with me the various aspects of psychotherapy. This includes a discussion of the evaluation and diagnostic formulation, as well as the method of treatment. The nature of the treatment has been described, including the extent, possible side effects, and possible alternative forms of treatment. It is important for you to discuss any questions you may have regarding the treatment recommended by the therapist. You may withdraw from treatment at any time, and without providing a rationale, but we ask that you please discuss this with your therapist.

Cognitive Behavior Therapy (CBT) is a time-sensitive, structured, present-oriented psychotherapy directed toward solving current problems and teaching clients skills to modify dysfunctional thinking and behavior. CBT is a psychotherapy that is based on the cognitive model: the way that individuals perceive a situation is more closely connected to their reaction than the situation itself. One important part of CBT is helping clients change their unhelpful thinking and behavior that lead to enduring improvement in their mood and functioning. CBT uses a variety of cognitive and behavioral techniques, but it isn't defined by its use of these strategies. We do lots of problem solving and we borrow from many psychotherapeutic modalities, including dialectical behavior therapy, acceptance and commitment therapy, Gestalt therapy, compassion focused therapy, mindfulness, solution focused therapy, motivational interviewing, positive psychology, interpersonal psychotherapy, and when it comes to personality disorders, psychodynamic psychotherapy (Beck Institute for Cognitive Behavior Therapy, 2016).

Cognitive Processing Therapy (CPT) is a cognitive-behavioral therapy (treatment that focuses on thoughts and feelings) for Posttraumatic Stress Disorder, or PTSD, and related conditions. PTSD can develop when an individual experiences a traumatic event such as physical and sexual abuse or assault, accidents, threats, military combat, or being a witness to violence or death. CPT focuses on the connections between thoughts, feelings, behavior and bodily sensations. CPT is an evidenced based therapy which means that it has been proven to be effective through rigorous scientific research. CPT provides a way to understand why recovery from traumatic events is difficult and how symptoms of PTSD affect daily life. The focus is on identifying how traumatic experiences change thoughts and beliefs, and how thoughts influence current feelings and behaviors. An important part of the treatment is addressing ways of thinking that might keep individuals “stuck” and get in the way of recovery from symptoms of PTSD and other problems (Cognitive Processing Therapy for PTSD).

Play Therapy is to children what counseling is to adults. Play therapy utilizes play, children's natural medium of expression, to help them express their feelings more easily through toys instead of words. The Association for Play Therapy (APT) defines play therapy as "the systematic use of a theoretical model to establish an interpersonal process wherein trained play therapists use the therapeutic powers of play to help clients prevent or resolve psychosocial difficulties and achieve optimal growth and development." Play Therapy refers to a large number of treatment methods, all applying the therapeutic benefits of play. Play therapy differs from regular play in that the therapist helps children to address and resolve their own problems. Play Therapy builds on the natural way that children learn -- about themselves and their relationships. Through Play therapy, children learn to communicate with others, express feelings, modify behavior, cultivate problem-solving skills, and learn how to relate to others in various ways. Play provides a safe psychological distance from problems, allowing expressive thoughts and feelings to emerge, appropriate to a child's overall stage of development (Association for Play Therapy).

Trauma Focused CBT (TF-CBT) is an evidence based treatment approach shown to help children, adolescents, and their caregivers overcome trauma- related difficulties. It is designed to reduce negative emotional and behavioral responses following child sexual abuse, domestic violence, traumatic loss, and other traumatic events. The treatment—based on learning and cognitive theories—addresses distorted beliefs and attributions related to the abuse and provides a supportive environment in which children are encouraged to talk about their traumatic experience. TF-CBT also helps parents who were not abusive to cope effectively with their own emotional distress and develop skills that support their children (Child Welfare Information Gateway & the Chadwick Center for Children and Families)

Payment for Services

The charge for your initial one-hour session (53 minutes with therapist) is \$108.00 and the charge for any subsequent one-hour (53 minute) session is \$104.00. Shorter sessions will be a percentage of the full fee. **PBCG will look to you for full payment of your account, and you will be responsible for payment of all charges.** If you have insurance, different copayments are required by various group coverage plans. Your copayment is based on the mental health policy selected by your employer or purchased by you. In addition, the copayment may be different for the first visit than for subsequent visits. You are responsible for and shall pay your copay portion of the therapist's charges for the services at the time services are provided. **You are responsible for notifying PBCG immediately of any changes to your insurance.** If you fail to notify PBCG of any changes to insurance, you may be billed for services that are not covered.

Court

Although it is the goal of the therapist to protect the confidentiality of your records, there may be times when disclosure of your records or testimony will be compelled by law. In the event disclosure of your records or the therapist's testimony are requested by you or required by law, you will be responsible for and shall pay the costs involved in producing the records and the therapist's normal hourly rate of \$104.00 for giving that testimony. Such payments are to be made at the time prior to the time the services are rendered by the therapist. The therapist may require a deposit for anticipated court appearances and preparation.

Therapist's Incapacity or Death

In the event the therapist becomes incapacitated or dies, it will become necessary for another therapist to take possession of client records. By signing the *Informed Consent for Psychotherapy/Counseling & Receipt of Privacy Practices* form, you give your consent to another licensed mental health professional at PBCG to take possession of your files and records and provide you with copies upon request, or to deliver them to a therapist of your choice.

Contact Information

By signing the *Informed Consent for Psychotherapy/Counseling & Receipt of Privacy Practices* form, you are consenting for PBCG to communicate with you by phone, mail, and e-mail with the contact information you have provided. You agree to immediately advise PBCG in the event of any change to your contact information, or you decide to opt out of any form of communication.

Consent to Treatment

By signing the *Informed Consent for Psychotherapy/Counseling & Receipt of Privacy Practices* form, you voluntarily agree to receive mental health assessment, care, treatment, or services and authorize the therapist to provide such care, treatment, or services as are considered necessary and advisable. In addition, you voluntarily agree to allow your information to be used for the purposes of research. Signing indicates that you understand and agree that you will participate in the planning of your care, treatment, and/or services, and that you may stop such care, treatment, data collection or services at any time. By signing the *Informed Consent for Psychotherapy/Counseling & Receipt of Privacy Practices* form, you acknowledge that you have both read and understood all the terms and information contained herein. Ample opportunity has been afforded to you to ask questions and seek clarification of anything that remains unclear or that you do not agree to.



Notice of Privacy Practices

This notice tells you how we make use of your protected health information (PHI) at PBCG, how we might disclose your PHI to others, and how you can get access to your PHI. Please review this notice carefully and feel free to ask for clarification about anything in this material you might not understand. The privacy of your health information is very important to us and we want to do everything possible to protect that privacy.

We have a legal responsibility under the laws of the United States and the state of Texas to keep your health information private. Part of our responsibility is to give you this notice about our privacy practices. Another part of our responsibility is to follow the practices in this notice.

This notice took effect on 1/3/2018 and will be in effect until we replace it. We have the right to change any of these privacy practices as long as those changes are permitted or required by law.

Any changes in our privacy practices will affect how we protect the privacy of your health information. This includes health information we will receive about you or that we create here at PBCG. These changes could also affect how we protect the privacy of any of your health information we had before the changes. When we make any of these changes, we will also change this notice. Current copies are available on the PBCG website and are also available by request at no charge to you.

If you have any questions or concerns about the material in this document, please ask us for assistance, which we will provide at no charge to you.

Here are some examples of how we use and disclose information about your health information. We may use or disclose your health information:

To the Individual- to individuals (or their personal representatives) specifically when they request access to, or an accounting of disclosures of, their protected health information. When you request access to your PHI, we are required, in most cases (see page 13), to disclose your information. This also includes anyone you give us written authorization to have your health information, for any reason you want. You may revoke this authorization in writing anytime you want. When you revoke an authorization it will only effect your health information from that point on.

Required Disclosures to others- PBCG is required to disclose a client's protected health information (PHI), without an individual's authorization, for the following purposes or situations:

Public Interest and Benefit Activities include, but are not limited to:

- **Abuse, Neglect, or Exploitation-** If there are concerns about the abuse, neglect, or exploitation of a child (age 17 or younger), a person 65 years old or older, or a person with a disability, then a mandatory report to Child Protective Services (CPS), Adult Protective Services (APS), a law enforcement agency and/or any other appropriate federal, state, or local agency will be made. Abuse of patients in mental health facilities will be reported to the appropriate state or federal agency.
- **Serious Threat to Health or Safety-** PBCG may disclose PHI that is necessary to prevent or lessen a serious and imminent threat to a person or the public, when such disclosure is made to someone believed can prevent or lessen the threat (including the target of the threat).

- **Judicial and Administrative Proceedings-** order from a court or administrative tribunal, a subpoena or other lawful process. This includes, but is not limited to: child custody cases, CPS or APS involved cases, suits in which the mental health of a party is in issue, a negligence suit brought by the client against the therapist, and/or the filing of a complaint with a licensing board or other state or federal regulatory authority.
- **Law Enforcement Purposes-** Including, but not limited to requests as required by law, such as court orders, court-ordered warrants, subpoenas, and administrative requests.
- PBCG may disclose PHI to **health oversight agencies** (as defined in CFR 164.501) for purposes of legally authorized health oversight activities, such as audits and investigations necessary for oversight of the health care system and government benefit programs.
- In any case that the **U.S. Department of Health & Human Services** is undertaking a compliance investigation or review or enforcement action related to the HIPAA Privacy and Security rule.

Required by Law- Covered entities may use and disclose protected health information without individual authorization as required by law (including by statute, regulation, or court orders).

In cases which mandate a report, such as a CPS or APS report, there is no discretion on the part of the therapist to not report. Mandatory reports are legal requirements and the therapist is compelled to make the report, irrespective of the wishes of the client, family, guardian, therapist, agency, etc.

Permitted Disclosures to others- PBCG is permitted, but not required, to use and disclose a client's (PHI), without an individual's authorization, for the following purposes or situations:

Treatment, Payment, and Health Care Operations- PBCG may use and disclose PHI for its own treatment, payment, and health care operations activities. We also may disclose PHI for the treatment activities of any health care provider, the payment activities of another covered entity and of any health care provider, or the health care operations of another covered entity involving either quality or competency assurance activities or fraud and abuse detection and compliance activities, if PBCG and the covered entity have or had a relationship with the individual and the protected health information pertains to the relationship. including, but not limited to:

- **Treatment-** is the provision, coordination, or management of health care and related services for an individual by one or more health care providers, including consultation between providers regarding a patient and referral of a patient by one provider to another. We may communicate with: other health care agencies and providers for the purposes of ensuring a continuity of care for your health care; your physician or another healthcare provider who is also treating you; anyone on our staff involved in your treatment program; and/or the referral agency.
- **Health Care Operations-** are any of the following activities: (a) quality assessment and improvement activities, including case management and care coordination; (b) competency assurance activities and quality improvement services, including provider performance evaluation, clinical supervision, credentialing, accreditation, certification, and licensing; (c) conducting or arranging for medical reviews, audits, or legal services, including fraud and abuse detection and compliance programs; (d) specified insurance functions, such as underwriting, risk rating, and reinsuring risk; (e) business planning, development, supervision, management, and administration; and (f) business management and general administrative activities of the entity, including but not limited to: de-identifying protected health information, creating a limited data set, and certain fundraising for PBCG. We may communicate with our own staff or external staff in connection with PBCG's operations.

- **Payment-** encompasses activities of a health care provider to obtain payment or be reimbursed for the provision of health care to an individual. We may communicate with a third party payer or yourself to receive payment for services we provide for you.

Public Interest and Benefit Activities- including, but not limited to:

- **Sexually Transmitted Diseases-** Including HIV/AIDS, chancroid, Chlamydia trachomatis, Neisseria gonorrhea, and syphilis infections.
- **Essential Government Functions-** An authorization is not required to use or disclose PHI for certain essential government functions. Such functions include: assuring proper execution of a military mission, conducting intelligence and national security activities that are authorized by law, providing protective services to the President, making medical suitability determinations for U.S. State Department employees, protecting the health and safety of inmates or employees in a correctional institution, and determining eligibility for or conducting enrollment in certain government benefit programs.
- **Law Enforcement Purposes-** PBCG may disclose protected health information to law enforcement officials for law enforcement purposes under the following circumstances, and subject to specified conditions: to identify or locate a suspect, fugitive, material witness, or missing person; in response to a law enforcement official's request for information about a victim or suspected victim of a crime; to alert law enforcement of a person's death, if PBCG suspects that criminal activity caused the death; when PBCG believes that PHI is evidence of a crime that occurred on its premises; and by a provider in a medical emergency not occurring on PBCG premises, when necessary to inform law enforcement about the commission and nature of a crime, the location of the crime or crime victims, and the perpetrator of the crime.
- **Workers' Compensation-** PBCG may disclose PHI as authorized by, and to comply with, workers' compensation laws and other similar programs providing benefits for work-related injuries, illnesses, claims, or cases.

Opportunity to Agree or Object- Informal permission may be obtained by asking the individual outright, or by circumstances that clearly give the individual the opportunity to agree, acquiesce, or object. Where the individual is incapacitated, in an emergency situation, or not available, covered entities generally may make such uses and disclosures, if in the exercise of their professional judgment, the use or disclosure is determined to be in the best interests of the individual. We may communicate with a family member, a person responsible for your care, or your personal representative in the event of an emergency. If you are present in such a case, we will give you an opportunity to object. If you object, or are not present, or are incapable of responding, we may use our professional judgment, in light of the nature of the emergency, to go ahead and use or disclose your health information in your best interest at that time. In so doing, we will only use or disclose the aspects your health information that is necessary to respond to the emergency.

Incident to an otherwise permitted use and disclosure- A use or disclosure of this information that occurs as a result of, or as "incident to," an otherwise permitted use or disclosure is permitted as long as PBCG has adopted reasonable safeguards as required by the Privacy Rule, and the information being shared was limited to the "minimum necessary," as required by the Privacy Rule.

Most uses and disclosures of psychotherapy notes for treatment, payment, and health care operations purposes require an authorization. Psychotherapy notes are not the same as progress notes.

We will not use your health information in any of PBCG's marketing, development, public relations, or related activities without your written authorization. We cannot use or disclose your health information in any ways other than those described in this notice or otherwise required by law unless you give us written permission.

As a client of Permian Basin Counseling & Guidance, you have these important rights:

- A. With limited exceptions, you can make a written request to inspect your health information that is maintained by us for our use.
- B. You can ask us for photocopies of the information in part "A" above. There will be a \$5.00 charge for copies made here at PBCG. If you need copies of your health information due to a Third party request, we will charge a fee of \$25.00 for the first 10 pages, then \$1.00 for each additional page.
- C. You have a right to a copy of this notice at no charge.
- D. You can make a written request to have us communicate with you about your health information by alternative means, at an alternative location. (An example would be if you request that we contact you on an alternative phone number other than your residence, or if your primary language is not spoken at PBCG.) Your written request must specify the alternative means and location.
- E. You can make a written request that we place other restrictions on the ways we use or disclose your health information. We may deny any or all of your requested restrictions. If we agree to these restrictions, we will abide by them in all situations except those which, in our professional judgment, constitute an emergency.
- F. You can make a written request that we amend the information in part "A" above.
- G. If we approve your written amendment, we will change our records accordingly. We will also notify anyone else who may have received this information, and anyone else of your choosing.
- H. If we deny your amendment, you can place a written statement in our records disagreeing with our denial of your request.
- I. You may make a written request that we provide you with a list of those occasions where we or our business associates disclosed your health information for purposes other than treatment, payment, or PBCG's operations. This can go back as far as six years prior to the date of request.
- J. If you request the accounting in "I" above more than once in a 12-month period we may charge you a fee based on our actual costs of tabulating these disclosures.
- K. If you believe we have violated any of your privacy rights, or you disagree with a decision we have made about any of your rights in this notice you may complain to us in writing to the following person: Rebecca Zapata, LPC, 36 E. Twohig Street, San Angelo, TX 76903. Telephone: 325- 944-2561 | Fax: 325-653-4218.
- L. You may also submit a written complaint to the United States Department of Health and Human Services (HHS) Office for Civil Rights (OCR):

Centralized Case Management Operations

U.S. Department of Health and Human Services

200 Independence Avenue, S.W.

Room 509F HHH Bldg.

Washington, D.C. 20201

Toll Free Call Center: 1-800-368-1019

TTD Number: 1-800-537-7697

OCRComplaint@hhs.gov

<https://ocrportal.hhs.gov/ocr/smartscreen/main.jsf>

PBCG can deny an individual access to PHI for the following reasons:

- A licensed health care professional has determined in the exercise of professional judgment that the access requested is reasonably likely to endanger the life or physical safety of the individual or another person. This ground for denial does not extend to concerns about psychological or emotional harm (e.g., concerns that the individual will not be able to understand the information or may be upset by it).
- The request is for psychotherapy notes, or information compiled in reasonable anticipation of, or for use in, a legal proceeding.

Telehealth/TeleCounseling

Telehealth/Telecounseling refers to diagnosis, consultation, billing, client education, and professional education/training delivered via electronic technology. This allows clinicians at Permian Basin Counseling & Guidance to connect with clients using interactive video/audio data communication. One benefit is that the client and clinician can engage in services without physically being in the same location. This can be beneficial if the client moves to a different location or is unable to meet in person for appointments. It can also serve as an opportunity for treatment that may not be accessible for the client in their location.

Technology related Issues

I understand that I will need to download an application/software and ensure good broadband Internet connection or a smart phone device with solid cellular connection for these services. I am solely responsible for any cost to obtain necessary equipment, accessories, or software to take part in telecounseling services.

I understand that in the case of technology failure, I will attempt to re-establish connection with my therapist within my allotted appointment time. If I am unable to establish the connection, I will contact PBCG to reschedule my appointment or to coordinate alternative methods for treatment.

Risks to Confidentiality

I am expected to participate in my telecounseling sessions from a safe, confidential location that will ensure privacy and minimize noise/ distractions. I will provide my location at each session and announce any/all other individuals whom are present or within ear shot of sessions. I further understand that my sessions may be deemed inappropriate to continue by the therapist due to any distractions or issues with confidentiality that are present.

I understand the risks unique and specific to Telecounseling services, despite reasonable efforts by PBCG, which may include potential of therapy sessions and communication becoming distorted, disrupted by technology failures; or sessions becoming accessible to unauthorized persons.

Access to Services

I understand telecounseling services will not be provided to me if I am outside the State of Texas.

I understand scheduling appointments is based on my clinician's working business hours. Telecounseling appointments are considered outpatient services and not intended as a substitute for emergency or crisis services. If I am in a state of emergency or crisis, I will contact PBCG to schedule a next available crisis appointment, if within business hours (M-F, 8a-5p). I have also been provided a copy of additional crisis contacts if PBCG is not accessible or is closed located in the *Explanation of Psychotherapy/Counseling Services*.

I understand that prior to discharge or termination of services for telecounseling, I will comply with a final telecounseling session with my therapist.

Fees

The same fee rates will apply for telecounseling as apply for in-person counseling sessions. However, insurance or other managed care providers may not cover sessions that are conducted via telecommunication. If your insurance, HMO, third-party payor, or other managed care provider does not cover electronic psychotherapy sessions, you will be solely responsible for the entire fee of the session. Please contact your insurance company prior to our engaging in telepsychology sessions in order to determine whether these sessions will be covered.