

Explanation of ABA Services

After-Hour Emergencies

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

CRISIS CONTACTS

325-653-5933 [MHMR of the Concho Valley Crisis Line](#)

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](#)

325-653-6741 [Shannon Medical Center,](#)

120 E. Harris Ave., San Angelo

325-949-5722 [River Crest Hospital,](#)

1636 Hunters Glen Rd, San Angelo

911 [Emergency Services Operator](#)

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

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

WTCG Contact Info

36 E. Twohig Ave
6th Floor, Cactus Hotel
San Angelo, TX 76903
Office 325-944-2561

Fax 325-653-4218

info@wtcg.us

www.wtcg.us

If you call WTCG 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.

ABA Provider

The provider is an experienced professional engaged in providing mental healthcare services to clients directly as an employee of WTCG. The provider has explained their level of education, licensure, qualifications, and applicable experience to provide ABA services.

Relationship

Your relationship with the ABA technician or director is a professional and therapeutic relationship. Your provider will work with you and your child 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 providers about their perceptions of the therapeutic interventions as well as the relationship, both strengths and areas in need of improvement.

In order to preserve this relationship, it is imperative that the provider not have any other type of relationship with you. Personal and/or business relationships undermine the effectiveness of the therapeutic relationship, services and interventions. The provider 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 provider 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 provider. If you believe that your provider has engaged in a personal and/or business relationship with you, please inform the CEO, one of the supervisors, or the clinical director.

Privacy & Confidentiality

Discussions between a provider 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 provider; however, there are some situations that either require or allow the provider or WTCG 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.

Providers keep written documentation of sessions. These notes are stored in an electronic health record (EHR) on a server. The EHR and the server are encrypted, password protected, and have user level access. Providers cannot see another provider'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 provider 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 provider 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 provider to not report. Mandatory reports are legal requirements and the provider is compelled to make the report, irrespective of the wishes of the client, family, guardian, provider, agency, etc.

WTCG 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 provider. You may also consult an attorney. You are also releasing and holding harmless the provider from any departure from your right of confidentiality that may result.

Duty to Protect/Warn

In the event that the provider reasonably believes that the client poses a serious threat to the physical or emotional health and safety of themselves or others, the provider 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 provider 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 provider's intent to act to protect the client and others from serious harm, and consent is given for the provider 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 provider 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 provider 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 provider was conditioned on you providing this authorization.

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 provider 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 provider. The length of sessions vary depending on several factors, and your provider 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 behaviors, 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 provider, and provider's skill level.

Payment for Services

WTCG 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 provider's charges for the services at the time services are provided. **You are responsible for notifying WTCG immediately of any changes to your insurance.** If you fail to notify WTCG of any changes to insurance, you may be billed for services that are not covered.

Health Care Insurance Providers

If we do not file your insurance claims at this time, we will provide you with statements that you may submit to your insurance carrier or complete any forms as required by your insurance carrier in order to obtain reimbursement for out-of-network providers. In order to assist you with obtaining reimbursement for our services, your insurance carrier may require that we provide a clinical diagnosis, or additional clinical information such as treatment plans or summaries, or copies of your child's entire clinical record. In such situations, we will make every effort to release only the minimum information about you that is necessary for the purpose requested. This information will become part of the insurance company files and will probably be stored in a computer. Although all insurance companies claim to keep such information confidential, we have no control over what they do with it once it is in their hands. We will provide you with a copy of any report or form that we submit upon your request. By signing this Notice, you agree that we can provide requested information to your carrier for authorization of services and if/when you choose to file a claim for any services that we have provided to you or your child.

Records

We will review all testing results during our meetings with parents/guardians and offer you opportunities to review raw testing data with us. You will receive a written report that summarizes our findings. This report will include a summary and interpretation of all individual testing, as well as impressions from individual observations and consultations conducted as a part of a comprehensive, individual behavioral evaluation. Upon your request, we are happy to provide you with a written summary of our impressions from other meetings, consultations, or observations as well. We will forward copies of any reports or written summaries to others only with specific, written consent from you. Because of the proprietary nature of testing materials, we will release raw testing data only to other appropriately credentialed professionals (except as otherwise required by law).

Professional Consultations

Board Certified Behavior Analysts and other professionals providing ABA services will routinely consult about cases with other professionals. Therefore, we make every effort to avoid revealing the identity of our clients and any consulting professionals are required to refrain from disclosing any information we reveal to them. If you want us to talk with or release specific information to other professionals with whom you are working, you will first need to sign an Authorization that specifies what information can be released and with whom it can be shared.

Court

Although it is the goal of the WTCG 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 provider'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 provider'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 provider. The provider may require a deposit for anticipated court appearances and preparation.

Provider's Incapacity or Death

In the event the provider becomes incapacitated or dies, it will become necessary for another provider 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 mental health professional at WTCG to take possession of your files and records and provide you with copies upon request, or to deliver them to a provider of your choice.

Contact Information

By signing the *Informed Consent for Psychotherapy/Counseling & Receipt of Privacy Practices* form, you are consenting for WTCG to communicate with you by phone, mail, and e-mail with the contact information you have provided. You agree to immediately advise WTCG 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 provider 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 WTCG, 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 WTCG. 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 WTCG 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- WTCG 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-** WTCG 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 provider, 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.
- WTCG 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 provider to not report. Mandatory reports are legal requirements and the provider is compelled to make the report, irrespective of the wishes of the client, family, guardian, provider, agency, etc.

Permitted Disclosures to others- WTCG 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- WTCG 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 WTCG 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 WTCG. We may communicate with our own staff or external staff in connection with WTCG'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 gonorrhoea, and syphilis infections.
- **Essential Government Functions-** An authorization is not required to use or disclose PHI for certain essential government functions such as Food and Drug Administration (FDA), Public Health Activities, and Disaster Relief. 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. To notify a person who may have been exposed to a communicable disease or may otherwise be at-risk of contracting or spreading a disease or condition, Health oversight activities-information may be disclosed to a health oversight agency for activities authorized by law, such as, audits, inspections, investigations, licensure actions or other legal proceedings, Coroners, Medical Examiners, Funeral Directors, Organ Procurement Organizations.
- **Law Enforcement Purposes-** WTCG may disclose protected health information to law enforcement officials for law enforcement purposes under the following circumstances, and subject to specified conditions: as required by law to comply with reporting requirements including, but not limited to: complying with court orders, warrants, subpoenas, summons, identifying or locating a fugitive, missing person or material witness, when information is requested about the victim of a crime if the individual agrees, to report information about a suspicious death, to provide information about criminal conduct occurring at the agency, or information about emergency circumstances about a crime. 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 WTCG suspects that criminal activity caused the death; when WTCG believes that PHI is evidence of a

crime that occurred on its premises; and by a provider in a medical emergency not occurring on WTCG 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-** WTCG 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 WTCG 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 WTCG'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 West Texas 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 WTCG. 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 WTCG.) 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 WTCG'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>

WTCG 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.

Client Bill of Rights

1. You have the right to be treated with dignity and respect, free of mistreatment, abuse, neglect, and exploitation.
2. You have the right to be treated fairly, regardless of race, religion, gender, ethnicity, age, disability or source of payment.
3. You have the right to ask your provider about their work and educational history as well as their training.
4. You have the right to request certain preferences in a provider.
5. You have the right to terminate your ABA sessions at any time **(please note your responsibility of any existing missed fee or unpaid balances that have occurred prior to expressing desire to end counseling.)**
6. You have the right, at any time, to ask any questions about the assessment process and the course of treatment.
7. You have the right to review your records. **Your clinician may deny access to any portion of your record, if determined the release of the material would be harmful to client's physical, mental or emotional health.** Records will need to be requested through the Billing Department and allow up to 30 days to receive records.
8. With a written request from you, any part of your record can be released to any designated person or agency. **Your clinician may deny access to any portion of your record, if determined the release of the material would be harmful to client's physical, mental or emotional health.**
9. You have the right to confidentiality. Information revealed in ABA sessions will be kept strictly confidential and will not be revealed to any other person or agency without your written permission, except as described in this document.

There are certain situations in which, a counselor is required by law to reveal information obtained during counseling sessions, even without permission. These situations include, but are not limited to, the following:

- a. If you threaten grave bodily harm or death to yourself or another person, a counselor is authorized by law to inform the appropriate law enforcement agencies.
- b. If you report your knowledge of physical, sexual or mental abuse of a minor child or an elderly person, a counselor is required by law to inform the appropriate agency for further investigation.