



ADULT INTAKE FORM

All information provided on this form is confidential

Date: _____

Counselor: _____

Client Information

First & Last Name: _____ Date of Birth: _____

Age: _____ Gender: _____ Ethnicity: _____

Primary Address: _____

City: _____ State: _____ Zip: _____

Phone 1: _____ home cell work Is it ok to leave messages at this number? YES NO

Phone 2: _____ home cell work Is it ok to leave messages at this number? YES NO

What is the best way to reach you? home cell work email

What's your best email address? _____

I understand that there are risks associated with email communication and confidentiality (i.e. if an email server is breached or a password is compromised).

I allow NFCC to contact me via email regarding scheduling, appointment and billing: (please initial one)

_____ YES _____ NO

Client Referral

How did you hear about NFCC? _____

Emergency Contact

First & Last Name: _____ Phone: _____

Relationship to you: _____

May we contact your this person if there is an emergency situation and you are unable to contact them?

(please initial one) _____ YES _____ NO

Insurance Information

please skip if you will not be using insurance

Name of primary insured: _____ Gender: _____ Relation to Client: _____

DOB: _____ Employer: _____ Employer Phone: _____

Insurance Provider: _____ Insurance Phone: _____

Policy Number: _____ Group Number: _____

Financial Responsibility

Please list the full name and address of the person responsible for payment

First & Last Name: _____ Phone: _____

Address: _____ City, ST: _____ Zip: _____

If this person is different than the primary client, do we have the client's consent to contact this person regarding billing questions? (please initial one) _____ YES _____ NO

Appointment Reminders

I choose to receive my reminders by (please select one):

_____ Text Message, please use this phone number: _____

_____ E-Mail, please send to this e-mail address: _____

_____ Phone, please call this number: _____

_____ I do not wish to receive appointment reminders.

I understand that I can opt out of receiving these reminders at any time by going to www.ClientWelcome.com.

Area(s) you would like to work on:

Marital Relationship Family and/or Parenting Emotional Medical Career

Financial Addiction Grief Depression Anxiety Other _____

Why are you seeking help today? Briefly state the problem for which you are seeking help:

Do you anticipate any legal proceedings which may include your counselor and/or your client file (i.e. divorce/custody proceedings, court mandated therapy, etc): _____ YES _____ NO

Have you ever or are you currently receiving counseling or any other psychological or psychiatric services through another provider: _____ YES _____ NO

If Yes, please explain: _____

Medical Information

Physician/Psychiatrist Name: _____ Date of last exam: _____

Medications currently taking: _____

Social Information

Employer/School _____ Position/Grade _____

Marital Status: Never married Married Separated Divorced Other _____

Partner's Name _____ DOB _____ How long in current relationship? _____

Previous marriages: Self _____ time(s) Date(s): _____

Spouse _____ time(s) Date(s): _____

Children

Name _____ DOB: _____ Age _____ Gender _____

Name _____ DOB: _____ Age _____ Gender _____

Name _____ DOB: _____ Age _____ Gender _____

Name _____ DOB: _____ Age _____ Gender _____

Name _____ DOB: _____ Age _____ Gender _____

OUR FEES

Counseling sessions

- \$95 for fully licensed clinicians
- \$75 for provisionally licensed clinicians (indicated by "Associate" in credentials)
- Insurance options and reduced rates available

Missed Appointments

Any cancellation that occurs within 24hrs of the scheduled appointment time will be considered a "Late Cancellation" and will incur the following late cancellation fee:

- Private pay & reduced fee clients are charged their regular session rate
- Insurance clients are charged \$50

Court Appearances

If NFCC or one of its counselors is subpoenaed by either a client or a client's legal representative, the following fees apply.

For any subpoena that requires the counselor to make an in-person statement or be physically present for any legal proceeding:

- Preparation time (including submission of records): \$200/hr
- Phone calls: \$200/hr
- Depositions: \$500/hour
- Time required in giving testimony: \$500/hour
- Mileage: \$0.40/mile
- Time away from office due to depositions or testimony: \$250/hour
- All attorney fees and costs incurred by the therapist as a result of the legal action.
- Filing a document with the court: \$100
- The minimum charge for a court appearance: \$5000
- A retainer of \$2500.00 is to be paid at least 48hrs prior to the court date. If the costs for the testifying process exceed the amount of the retainer then those fees will be billed to the client and/or their legal representative.

For any subpoena of client records, files or the production of any other written statements:

- Preparation time: \$95/hr (NFCC's standard rate for clinical services per hour)
- Printing costs: \$25 for the first 20 pages and \$.50 per page thereafter

All legal fees are due upon receipt of the invoice.

A full description of all details regarding fees, confidentiality and its limits, and a full explanation of our policies and practices is provided for you in our Informed Consent – provided in your intake packet.



Authorization for Treatment

By signing this Informed Consent for Services as the Client or Representative of said Client, **I acknowledge that I have read, understand and agree to the terms and conditions contained in this document.**

I have been given appropriate opportunity to address any questions or request clarification for anything that is unclear to me.

I am voluntarily agreeing to receive mental health assessment, treatment and services and I understand that I may stop such treatment or services at any time.

Client Signature

Date

Acknowledgement of Receipt – Notice of Privacy Practices

I acknowledge that I have reviewed a copy of the Nick Finnegan Counseling Center’s Notice of Privacy Practices which explains how my information will be used and disclosed. I understand that I am entitled to receive a copy of this document.

Client Signature

Date

Counselor Signature

Date



Please answer the following questions to the best of your ability. You are free to not respond to any question that you would prefer not to answer. Please discuss any concerns you have about these questions with your counselor.

Over the last 2 weeks, how often have you been bothered by the following problems?	Not at all	Several days	More than half the days	Nearly Every Day
1. Feeling nervous, anxious	0	1	2	3
2. Not being able to stop or control worrying	0	1	2	3
3. Worrying too much about different things	0	1	2	3
4. Trouble relaxing	0	1	2	3
5. Being so restless that it is hard to sit still	0	1	2	3
6. Becoming easily annoyed or irritable	0	1	2	3
7. Feeling afraid as if something awful might happen	0	1	2	3

Over the last 2 weeks, how often have you been bothered by the following problems?	Not at all	Several days	More than half the days	Nearly Every Day
1. Little interest or pleasure in doing things	0	1	2	3
2. Feeling down, depressed, or hopeless	0	1	2	3
3. Trouble falling or staying asleep, or sleeping too much	0	1	2	3
4. Feeling tired or having little energy	0	1	2	3
5. Poor appetite or overeating	0	1	2	3
6. Feeling bad about yourself — or that you are a failure or have let yourself or your family down	0	1	2	3
7. Trouble concentrating on things, such as reading the newspaper or watching television	0	1	2	3
8. Moving or speaking so slowly that other people could have noticed? Or the opposite — being so fidgety or restless that you have been moving around a lot more than usual	0	1	2	3
9. Thoughts that you would be better off dead or of hurting yourself in some way	0	1	2	3



Please answer the following questions to the best of your ability. You are free to not respond to any question that you would prefer not to answer. Please discuss any concerns you have about these questions with your counselor.

Please consider your entire adult life when answering the following questions:

- | | | | |
|---|-------------|--|-------------|
| 1. Have you ever felt you ought to cut down on your drinking or drug use? | Yes No | 2. Have people annoyed you by criticizing your drinking or drug use? | Yes No |
| 3. Have you felt bad or guilty about your drinking or drug use? | Yes No | 4. Have you ever had a drink or used drugs first thing in the morning to steady your nerves or to get rid of a hangover? | Yes No |

Please check the circle beside the statement or phrase that best applies to you:

- | | |
|---|--|
| 1. Have you ever thought about or attempted to kill yourself? | <input type="radio"/> Never
<input type="radio"/> It was just a passing thought
<input type="radio"/> I have had a plan to kill myself at least once but I did not try it
<input type="radio"/> I have had a plan at once to kill myself and really wanted to die
<input type="radio"/> I have attempted to kill myself, but did not want to die
<input type="radio"/> I have attempted to kill myself, and really hoped to die |
| 2. How often have you thought about killing yourself in the past year? | <input type="radio"/> Never
<input type="radio"/> Rarely (1 time)
<input type="radio"/> Sometimes (2 times)
<input type="radio"/> Often (3 -4 times)
<input type="radio"/> Very Often (5 or more times) |
| 3. Have you ever told someone that you were going to commit suicide, or that you might do it? | <input type="radio"/> No
<input type="radio"/> Yes, at one time, but not really want to die
<input type="radio"/> Yes, at one time, and really wanted to die
<input type="radio"/> Yes, more than once, but did not want to do it
<input type="radio"/> Yes, more than once, and really wanted to do it |
| 4. How likely is it that you will attempt suicide someday? | <input type="radio"/> No chance at all
<input type="radio"/> Rather unlikely
<input type="radio"/> Unlikely
<input type="radio"/> Likely
<input type="radio"/> Rather likely
<input type="radio"/> Very likely |

For Staff Use Only

Reviewed By: _____

Date Reviewed: _____

TN ID#: _____

OIP: _____

INFORMED CONSENT FOR TREATMENT

Nick Finnegan Counseling Center (NFCC) is a unique non-profit dedicated to providing high quality counseling services to individuals and families regardless of age or financial status. NFCC is committed to providing our clients with quality services and necessary information regarding our policies, practices and treatment process. *If you have any questions regarding anything on this form, please discuss them with your counselor during your first session or at any other point during your treatment process, as questions arise.*

Nick Finnegan Counseling Center (NFCC) is a mission of St. Luke's United Methodist Church. We believe that sensitivity, professionalism, and respect for human dignity are fundamental to addressing the mental, emotional, relational and spiritual needs of people of all ages. The staff at NFCC will respect the beliefs, whatever they may be, of all clients and allow the client to inform how much (if at all) spirituality is incorporated into their counseling.

COUNSELING

Counseling is an opportunity for healing and personal growth. We believe that individuals possess the ability to do what is necessary to take an active role in this process. Psychotherapy involves change, which may feel threatening not only to you but also to those people close to you. At times you may feel more vulnerable as you face painful information and behaviors. At the same time, psychotherapy can aid you in discovering tools and techniques that you can use to improve the quality of your life and your relationships. If the disclosure of past hurts or current struggles causes a temporary increase in depressive or anxious symptoms, please discuss the symptoms with your counselor. There are certain risks associated with counseling and/or therapeutic services. Some clients may experience varying levels of different emotions, including anger, anxiety, frustration, guilt, sadness, or other difficult feelings. Counseling may bring up painful or unpleasant memories. Clients may find that participating in counseling and/or therapy results in personal or relationship changes that were not anticipated or intended at the outset. There is also a risk that the counseling and/or therapy may not yield the results desired. NFCC does not guarantee any specific outcomes from your participation in counseling or therapy services. Please, feel free to discuss any questions or concerns you have about the possible risks of counseling with your counselor.

During the counseling process your counselor may recommend books for you to read, offer handouts, or use techniques to facilitate personal growth. We encourage you to discuss with your counselor any approach, technique, or practice with which you have questions, concerns, or need clarification. Counseling can be a difficult experience for some people. If at any point, you wish to end therapy, you are free to do so. Additionally, if your counselor feels like a particular issue or topic is beyond the scope of their clinical training and/or believe you may benefit from clinical services from a different counselor, the counselor will take reasonable steps to facilitate your transfer to appropriate care.

The relationship that exists between a counselor and a client is professional rather than social. Therefore, contact with your counselor will only take place in the provision of a professional service. In order to assist in the needs of your family, it may be necessary to refer you to other agencies or professionals. If necessary, we will assist you in facilitating these referrals. Your written consent is required to disclose any information about you or your family to individuals outside of NFCC. The length of time needed for counseling and the amount of intervention required varies with each individual. In order to receive the maximum benefits of counseling, *your regular attendance and participation is imperative.* In most cases, counseling is completely voluntary and you can discuss ending your counseling relationship at any time. However, we recommend that, when possible, all counseling relationships be ended in an appropriate and therapeutic manner, generally requiring a final session to allow for closure.

CONFIDENTIALITY & RECORD KEEPING PRACTICES

Generally speaking, communications between a client and a counselor and records created or maintained by a counselor, are confidential. Confidentiality is described as keeping private the information shared between a client and his/her counselor. Counseling sessions at the NFCC are strictly confidential. Subject to the below-discussed exceptions, information regarding your counseling sessions will not be discussed, without your permission, beyond the clinical staff at the NFCC. There are legal limits to confidentiality and times when a counselor or therapist is obligated to disclose pertinent information, as necessary, to the appropriate authorities, agencies, or individuals. Counselors are required to break confidentiality in instances of suspected or known child abuse, abuse to the elderly or disabled, or knowledge that a client is a danger to himself/herself or to someone else. Additionally, parents or legal guardians may have access to their minor child's records, unless the minor is emancipated. Provisionally licensed therapists and/or counselors (indicated by an "Associate" or "Intern" in their credentials) are required to discuss their cases with their supervisor.

In any of the previous situations the counselor must report the suspicion or knowledge of abuse to the proper licensing board or authorities. Additionally, court orders requiring the release of counseling records may result in the release of those records. In reference to the treatment of minors, risk-taking behavior that is considered detrimental to the safety of the minor or others will be shared with the minor's parent(s) and/or guardian.

Participants who are in couples and/or family counseling and are or become involved in individual counseling will have discretion over their own information becoming part of a counseling session involving other family members. Individuals involved in group counseling are required to maintain the confidentiality of the other group members outside of the group sessions.

NFCC will also collect and store your report of various symptoms related to reasons people often seek counseling, as well as measures specific to your treatment goals and progress, per your counselor. This information will be used to inform your treatment planning and monitor progress. It may also be reported, in aggregate with information provided by other NFCC clients, for the purpose of understanding and improving services offered by NFCC. Beyond what is shared with your counselor, your information will never be reported in a way that could be used to identify you. All data collected for these purposes will be stored in a password-protected file that is connected to you only via a unique alphanumeric identifier that is stored with your identifiable information in a separate, password-protected and encrypted system.

All records are kept electronically using a password protected and encrypted system called www.TherapyNotes.com – information regarding this program's security and encryption protocols is available on their website or can be sent to you by NFCC's Clinical Director and Privacy & Security Officer, Audrey Omenson. Any client file hardcopies are scanned and uploaded to the client's electronic file, then shredded and destroyed according to HIPAA guidelines. Client records are maintained for 7 years after the last date of treatment, or in the case of a minor, for seven years after the minor has reached the age of 18. Thereafter, the records may be destroyed. In the event that the Nick Finnegan Counseling Center closes, you may designate a practitioner or another clinic to receive your medical records. If you do not designate a physician or another provider to receive your records, your records may be transferred to a third party custodian. No one should be able to access the information contained in the medical records without a signed release form from the client or a properly executed subpoena or court order.

CLINICAL STAFF

As the client you have the right to ask questions of your therapist about professional qualifications, treatment objectives, and the plan of your therapy at any time in the therapeutic process. Counseling sessions are provided by licensed counselors and provisionally licensed clinical interns and associates. In an effort to provide high quality treatment, NFCC clinicians follow best practices and consult with each other in monthly clinical meetings. Your treatment plan may be discussed in this consultation group. Only identifying information pertinent to treatment recommendations is shared with other therapists. All clinicians are required to maintain appropriate licensure as defined by the Texas Department of Health and Human Services. Currently, NFCC has counselors practicing under the licensures of Licensed Marriage and Family

Updated 10.01.21

NFCC Adult Intake and Consent to Treat

Therapist (LMFT), Licensed Marriage and Family Therapist Associate (LMFT-Associate), Licensed Professional Counselor (LPC), Licensed Professional Counselor-Intern (LPC-Intern), and Licensed Clinical Social Worker (LCSW). NFCC periodically verifies that the counselor's licensure is in good standing and without any restrictions or pending complaints.

Provisionally licensed counselors (as indicated by having "Associate" or "Intern" listed after their credentials) have completed all graduate training for their work and are working towards logging their first 3,000 hours of clinical practice. While in this phase, they are under the supervision of a Board certified supervisor. Current provisionally licensed counselors and their supervisors:

Licensed Professional Counselor Interns:

Joy Chen, LPC-Associate
Supervised by Audrey Omenson, M.A., LPC-S (#67068)
713-804-8393
counseling@audreyomenson.com

Donyé Smith, LPC-Associate
Supervised by Audrey Omenson, M.A., LPC-S (#67068)
713-804-8393
counseling@audreyomenson.com

APPOINTMENTS

Counseling services are by appointment only. You are responsible for keeping your appointments and arriving on time. **Any cancellation that occurs within 24hrs of the scheduled appointment time will be considered a "Late Cancellation" and will incur the following late cancellation fee:**

- **Private pay & reduced fee clients are charged their regular session rate**
- **Insurance clients are charged \$50**

NFCC retains the right to discontinue services if you have missed more than two consecutive appointments, if you do not pay your counseling fees in a timely manner, if you continually refuse to comply with treatment recommendations, if it is clear that you are receiving no benefits from counseling, if you exhibit abusive behavior, if you engage in criminal behavior on the premises, or if you knowingly violate the confidentiality of NFCC clients; e.g. – group settings.

NFCC cannot allow unattended minors on the premises, a parent or adult guardian must be with minors at all times. Parents and/or guardians must remain on NFCC's premises during their child's counseling session. Some childcare options are available for children under the age of 5 years old through St. Luke's United Methodist Church, but must be scheduled at least 48hrs ahead of time. Please, ask a NFCC staff member for more details regarding childcare availability and scheduling.

FEES

NFCC's standard fee for a counseling session is \$95 for all licensed counselors and \$75 for provisionally licensed counselors (associates and interns). NFCC offers a sliding fee scale for financial hardship. A fee reduction can be obtained by completing a "Fee Reduction Request" form provided to you by a NFCC staff member. Payment for sessions may be made via cash, check, debit or credit card (Visa, Mastercard, Discover, American Express and HSA/FSA cards). All therapy sessions are 50 minutes long. Occasionally, an insurance company may only reimburse for specific time increments (i.e. 45 minute or 60 minute sessions); in which case, you will be notified of this session length adjustment and the counselor will adjust the session time accordingly. NFCC's group counseling rates vary depending on the particular group the client is involved in and the leader(s) of that group. Clinicians can be available for brief phone conversations, but the client will be billed for phone conversations lasting longer than 15 minutes. Phone consultations cost the same as your therapy session fee, but will be prorated according to length of conversation (i.e. a 25 minute phone consultation will cost half of what your regular session fee is). Copies of records are \$25 for the first 20 pages and an additional \$.50 per page for every page thereafter.

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NFCC Adult Intake and Consent to Treat

NFCC accepts Aetna, Beacon Health Options, Blue Cross and Blue Shield, Cigna and United Healthcare insurance plans at this time. If you would like a receipt for partial reimbursement to submit to your insurance plan that accepts out-of-network providers, we will be happy to provide one. Some insurance plans will cover phone consultations, but this is determined on a case-by-case basis. Insurance plans do not cover the cost of producing copies of records.

There may be some cases in which a client or attorney wishes to subpoena a counselor to a legal proceeding for an in-person statement. Clients are discouraged from having their therapist subpoenaed. Even though you are responsible for the testimony fee, it does not mean that a clinician's testimony will be in your favor. A clinician can only testify to the facts of the case and to their professional opinion.

If NFCC or one of its counselors is subpoenaed by either a client or a client's legal representative, the following fees apply:

For any subpoena that requires the counselor to make an in-person statement or be physically present for any legal proceeding:

1. Preparation time (including submission of records): \$200/hr
2. Phone calls: \$200/hr
3. Depositions: \$500/hour
4. Time required in giving testimony: \$500/hour
5. Mileage: \$0.54/mile
6. Time away from office due to depositions or testimony: \$250/hour
7. All attorney fees and costs incurred by the therapist as a result of the legal action.
8. Filing a document with the court: \$100
9. The minimum charge for a court appearance: \$5000

A retainer of \$2500.00 is to be paid at least 48hrs prior to the court date. If the costs for the testifying process exceed the amount of the retainer then those fees will be billed to the client and/or their legal representative.

For any subpoena of client records, files or the production of any other written statements:

1. Preparation time for treatment summaries or production of other new documentation: \$95/hr (NFCC's standard rate for clinical services per hour)
2. Printing costs: \$25 for the first 20 pages and \$.50 per page thereafter

All legal fees are due upon receipt of the invoice.

CONSENT TO DISCLOSE INFORMATION

At times, the counselor may need to consult with other professionals or agencies on the client's behalf. A client's signed consent to disclose information to other agencies and/or individuals will be required. Exceptions may include a subpoena by the court of law. If a client has received or is currently receiving mental health services and/or psychotropic medications from another health care provider, we may request that individual's consent to speak with those professionals and/or obtain copies of previous treatment records. Providing treatment may depend on our ability to communicate with these professionals. If a client is using insurance, it will be necessary to disclose limited diagnostic and treatment plan information to said insurance provider for the authorization of payment by third party payers.

COMMUNICATION

You can reach your counselor by calling NFCC's main number at 713-402-5046. If your counselor is unavailable or you have called after hours, you can leave a message. Your call will be returned at your counselor's earliest availability. If you are in crisis, and it is after hours, please call one of the following numbers:

- **Crisis Intervention of Houston Crisis Hotline**
24 hours / 7 days
Crisis Hotline
(713) HOTLINE **Teenline**
(713) 529-TEEN
- **The Mental Health Authority of Harris County Crisis Hotline**
(713) 970-7000 | 1-866-970-4770
Serving Harris County 24 hours / 7 days
- **911 (Emergencies Only)**

FEEDBACK & COMPLAINTS

If a client wishes to share feedback or lodge a formal complaint regarding NFCC policies, practices or staff, they may contact the following individuals:

For complaints about clinical staff or clinical policies:

Heather Timmis, M.A., LMFT-S, Clinical Director

713-402-5151 htimmis@finnegancounseling.org

For complaints about administrative staff, administrative policies, or the Clinical Director:

Mary Elizabeth Hand, Executive Director

713-402-5036 mhand@finnegancounseling.org

For complaints about the Executive Director or if other attempts to contact Clinical or Executive Directors have gone unaddressed for an excessive amount of time:

Jennifer Boubel, St. Luke's UMC Chief of Staff (oversees NFCC Executive Director)

713-402-5055 jboubel@stlukesmethodist.org

An individual who wishes to file a complaint to the licensing boards in the State of Texas against a Licensed Marriage and Family Therapist (LMFT), a Licensed Marriage and Family Therapist Associate (LMFT Associate), a Licensed Professional Counselor (LPC), or Licensed Professional Counselor-Intern (LPC-Intern), or Licensed Clinical Social Worker (LCSW) may call 1-800-942-5540 or write to:

Complaints Management and Investigative Section

P.O. Box 141369

Austin, Texas 78714-1369



Acknowledgement of Receipt Informed Consent for Treatment

I acknowledge that I have reviewed a copy of the Nick Finnegan Counseling Center's (NFCC) Informed Consent for Treatment which explains the ethics, policies and practices of NFCC and its counselors. I understand that I am entitled to receive a copy of this document.

Client Name (print)

Client/Client Representative Signature

Date

Counselor Signature

Date



NOTICE OF PRIVACY PRACTICES

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.**

Understanding Your Mental Health Record Information

Each time that you visit a hospital, a physician, or another health care provider, the provider makes a record of your visit. Typically, this record contains your health history, current symptoms, examination and test results, diagnoses, treatment, and plan for future care or treatment. This information, often referred to as your medical record, serves as the following:

- Basis for planning your care and treatment.
- Means of communication among the many health professionals who contribute to your care.
- Legal document describing the care that you received.
- Means by which you or a third-party payer can verify that you actually received the services billed for.
- Tool in medical education.
- Source of information for public health officials charged with improving the health of the regions that they serve.
- Tool to assess the appropriateness and quality of care that you received.
- Tool to improve the quality of health care and achieve better patient outcomes.

Understanding what is in your health record and how your health information is used helps you to:

- Ensure its accuracy and completeness.
- Understand who, what, where, why, and how others may access your health information.
- Make informed decisions about authorizing disclosure to others.
- Better understand the health information rights detailed below.

Your Rights under the Federal Privacy Standard

Although your health records are the physical property of the health care provider who completed the records, you have the following rights with regard to the information contained therein:

- Request restriction on uses and disclosures of your health information for treatment, payment, and health care operations. "Health care operations" consist of activities that are necessary to carry out the operations of the provider, such as quality assurance and peer review. The right to request restriction does not extend to uses or disclosures permitted or required under the following sections of the federal privacy regulations: § 164.502(a)(2)(i) (disclosures to you), § 164.510(a) (for facility directories, but note that you have the right to object to such uses), or § 164.512 (uses and disclosures not requiring a consent or an authorization). The latter uses and disclosures include, for example, those required by law, such as mandatory communicable disease reporting. In those cases, you do not have a right to request restriction. The consent to use and disclose your individually identifiable health information provides the ability to request restriction. We do not, however, have to agree to the restriction, except in the situation explained below. If we do, we will adhere to it unless you request otherwise or we give you advance notice. You may also ask us to communicate with you by alternate means, and if the method of communication is reasonable, we must grant the alternate communication request. You may request restriction or alternate communications on the consent form for treatment, payment, and health care operations. If, however, you request restriction on a disclosure to a health plan for purposes of payment or health care operations (not for treatment), we must grant the request if the health information pertains solely to an item or a service for which we have been paid in full.

Updated 10.01.21

NFCC Adult Intake and Consent to Treat

- Obtain a copy of this notice of information practices. Although we have posted a copy in prominent locations throughout the facility and on our website, you have a right to a hard copy upon request.
- Inspect and copy your health information upon request. Again, this right is not absolute. In certain situations, such as if access would cause harm, we can deny access. You do not have a right of access to the following:
 - Psychotherapy notes. Such notes consist of those notes that are recorded in any medium by a health care provider who is a mental health professional documenting or analyzing a conversation during a private, group, joint, or family counseling session and that are separated from the rest of your medical record.
 - Information compiled in reasonable anticipation of or for use in civil, criminal, or administrative actions or proceedings.
 - Protected health information (“PHI”) that is subject to the Clinical Laboratory Improvement Amendments of 1988 (“CLIA”), 42 U.S.C. § 263a, to the extent that giving you access would be prohibited by law.
 - Information that was obtained from someone other than a health care provider under a promise of confidentiality and the requested access would be reasonably likely to reveal the source of the information.
 - Information that is copyright protected, such as certain raw data obtained from testing.

In other situations, we may deny you access, but if we do, we must provide you a review of our decision denying access. These “reviewable” grounds for denial include the following:

- A licensed health care professional, such as your attending physician, has determined, in the exercise of professional judgment, that the access is reasonably likely to endanger the life or physical safety of yourself or another person.
- PHI makes reference to another person (other than a health care provider) and a licensed health care provider has determined, in the exercise of professional judgment, that the access is reasonably likely to cause substantial harm to such other person.
- The request is made by your personal representative and a licensed health care professional has determined, in the exercise of professional judgment, that giving access to such personal representative is reasonably likely to cause substantial harm to you or another person.

For these reviewable grounds, another licensed professional must review the decision of the provider denying access within 60 days. If we deny you access, we will explain why and what your rights are, including how to seek review. If we grant access, we will tell you what, if anything, you have to do to get access. We reserve the right to charge a reasonable, cost-based fee for making copies.

- Request amendment/correction of your health information. We do not have to grant the request if the following conditions exist:
 - We did not create the record. If, as in the case of a consultation report from another provider, we did not create the record, we cannot know whether it is accurate or not. Thus, in such cases, you must seek amendment/correction from the party creating the record. If the party amends or corrects the record, we will put the corrected record into our records.
 - The records are not available to you as discussed immediately above.
 - The record is accurate and complete.

If we deny your request for amendment/correction, we will notify you why, how you can attach a statement of disagreement to your records (which we may rebut), and how you can complain. If we grant the request, we will make the correction and distribute the correction to those who need it and those whom you identify to us that you want to receive the corrected information.

- Obtain an accounting of non-routine uses and disclosures, those other than for treatment, payment, and health care operations until a date that the federal Department of Health and Human Services will set after January 1, 2011. After that date, we will have to provide an accounting to you upon request for uses and disclosures for treatment, payment, and health care operations under certain circumstances, primarily if we maintain an electronic health record. We do not need to provide an accounting for the following disclosures:
 - To you for disclosures of protected health information (“PHI”) to you.
 - For the facility directory or to persons involved in your care or for other notification purposes as provided in § 164.510 of the federal privacy regulations (uses and disclosures requiring an opportunity for the individual to agree or to object, including notification to family members, personal representatives, or other persons responsible for your care of your location, general condition, or death).

- For national security or intelligence purposes under § 164.512(k)(2) of the federal privacy regulations (disclosures not requiring consent, authorization, or an opportunity to object).
- To correctional institutions or law enforcement officials under § 164.512(k)(5) of the federal privacy regulations (disclosures not requiring consent, authorization, or an opportunity to object).
- That occurred before April 14, 2003.

We must provide the accounting within 60 days. The accounting must include the following information:

- Date of each disclosure.
- Name and address of the organization or person who received the protected health information.
- Brief description of the information disclosed.
- Brief statement of the purpose of the disclosure that reasonably informs you of the basis for the disclosure or, in lieu of such statement, a copy of your written authorization or a copy of the written request for disclosure.

The first accounting in any 12-month period is free. Thereafter, we reserve the right to charge a reasonable, cost-based fee.

- Revoke your consent or authorization to use or disclose health information except to the extent that we have taken action in reliance on the consent or authorization.

Our Responsibilities under the Federal Privacy Standard

In addition to providing you your rights, as detailed above, the federal privacy standard requires us to take the following measures:

- Maintain the privacy of your health information, including implementing reasonable and appropriate physical, administrative, and technical safeguards to protect the information.
- Provide you this notice as to our legal duties and privacy practices with respect to individually identifiable health information that we collect and maintain about you.
- Abide by the terms of this notice.
- Train our personnel concerning privacy and confidentiality.
- Implement a sanction policy to discipline those who breach privacy/confidentiality or our policies with regard thereto.
- Mitigate (lessen the harm of) any breach of privacy/confidentiality.

We will not use or disclose your health information without your consent or authorization, except as described in this notice or otherwise required by law. These include most uses or disclosures of psychotherapy notes, marketing communications, and sales of PHI. Other uses and disclosures *not described in this notice* will be made only with your written authorization.

Examples of Disclosures for Treatment, Payment, and Health Care Operations

- **We may use your health information for treatment.**

Example: A physician, a physician's assistant, a therapist or a counselor, a nurse, or another member of your health care team will record information in your record to diagnose your condition and determine the best course of treatment for you. The primary caregiver will give treatment orders and document what he or she expects other members of the health care team to do to treat you. Those other members will then document the actions that they took and their observations. In that way, the primary caregiver will know how you are responding to treatment. We will also provide your physician, other health care professionals, or a subsequent health care provider copies of your records to assist them in treating you once we are no longer treating you. Note that some health information, such as substance abuse treatment information, may not be used or disclosed without your consent.

- **We may use your health information for payment.**

Example: We may send a bill to you or to a third-party payer, such as a health insurer. The information on or accompanying the bill may include information that identifies you, your diagnosis, treatment received, and supplies used. Note that some health information, such as substance abuse treatment information, may not be used or disclosed without your consent.

- **We may use your health information for health care operations.**
 Example: Members of the medical staff, the risk or quality improvement manager, or members of the quality assurance team may use information in your health record to assess the care and outcomes in your cases and the competence of the caregivers. We will use this information in an effort to continually improve the quality and effectiveness of the health care and services that we provide. Note that some health information, such as substance abuse treatment information, may not be used or disclosed without your consent.
- **Business associates.**
 We provide some services through contracts with business associates. Examples include certain diagnostic tests, a copy service to make copies of medical records, and the like. When we use these services, we may disclose your health information to the business associates so that they can perform the function(s) that we have contracted with them to do and bill you or your third-party payer for services provided. To protect your health information, however, we require the business associates to appropriately safeguard your information. After February 17, 2010, business associates must comply with the same federal security and privacy rules as we do.
- **Research.**
 We may disclose information to researchers when their research has been approved by an institutional review board that has reviewed the research proposal and established protocols to ensure the privacy of your health information.
- **Marketing/continuity of care.**
 We may contact you to provide appointment reminders or information about treatment alternatives or other health-related benefits and services that may be of interest to you. If we contact you to provide marketing information for other products or services, you have the right to opt out of receiving such communications. Contact the Privacy Officer, Heather Timmis at 713-402-5151. If we receive compensation from another entity for the marketing, we must obtain your signed authorization.
- **Fundraising.**
 We may contact you as a part of a fundraising effort. You have the right to request not to receive subsequent fundraising materials. Contact the Privacy Officer, Heather Timmis at 713-402-5151.
- **Public health.**
 As required by law, we may disclose your health information to public health or legal authorities charged with preventing or controlling disease, injury, or disability.
- **Law enforcement.**
 We may disclose health information for law enforcement purposes as required by law or in response to a valid subpoena.
- **Health oversight agencies and public health authorities.**
 If members of our work force or business associates believe in good faith that we have engaged in unlawful conduct or otherwise violated professional or clinical standards and are potentially endangering one or more patients, workers, or the public, they may disclose your health information to health oversight agencies and/or public health authorities, such as the Department of health.
- **The federal Department of Health and Human Services (“DHHS”).**
 Under the privacy standards, we must disclose your health information to DHHS as necessary to determine our compliance with those standards.

Examples of Disclosure without Authorization

The following is a list of the categories of uses and disclosures permitted by the federal Health Insurance Portability and Accountability Act (HIPAA) of 1996 without an authorization:

Abuse and Neglect	Judicial and Administrative Proceedings
Emergencies	Law Enforcement
National Security	Public Safety (Duty to Warn)

Applicable law and ethical standards permit NFCC to disclose information about you without your authorization only in a limited number of situations. The types of uses and disclosures that may be made without your authorization are those that are:

- Required by law, such as the mandatory reporting of child abuse or neglect or mandatory government agency audits or investigations (such as a professional licensing board or health department);
- Required by Court Order;
- Necessary to prevent or lessen a serious and imminent threat to the health or safety of a person or the public. If information is disclosed to prevent or lessen a serious threat, it will be disclosed to a person or persons reasonably able to prevent or lessen the threat, including the target of the threat.

WE RESERVE THE RIGHT TO CHANGE OUR PRACTICES AND MAKE THE NEW PROVISIONS EFFECTIVE FOR ALL INDIVIDUALLY IDENTIFIABLE HEALTH INFORMATION THAT WE MAINTAIN. IF WE CHANGE OUR INFORMATION PRACTICES, WE WILL MAIL A REVISED NOTICE TO THE ADDRESS THAT YOU HAVE GIVEN US.

If you wish to make a complaint about a violation of HIPAA:

1. You can request a Nick Finnegan Counseling Center HIPAA Privacy Complaint Form from any staff member. You may submit your complaint to Complaint Official, Heather Timmis, MA, LMFT-S at 713-402-5151, htimmis@finnegancounseling.org, or in person at 2714 Joanel St., Houston, TX 77027.
2. If your complaint involves a violation of HIPAA, you may also complain directly to DHHS. To file your complaint directly to DHHS, you must file your complaint with the Regional Manager of the Department of Health and Human Services, Office of Civil Rights, at:

Southwest - (Arkansas, Louisiana, New Mexico, Oklahoma, Texas)
Marisa Smith, Regional Manager
Office for Civil Rights
U.S. Department of Health and Human Services
1301 Young Street, Suite 1169
Dallas, TX 75202
Customer Response Center: (800) 368-1019
Fax: (202) 619-3818
TDD: (800) 537-7697
Email: ocrmail@hhs.gov

You may obtain a DHHS complaint form at <http://www.hhs.gov/ocr/privacy/hipaa/complaints/hipcomplaintpackage.pdf>