

Thaddeus M. Cox, Ph.D. ✦ Disclosures and Consent for Treatment
Texas LPC-S 62696 LPA 38893; Colorado LPC.0021362

EDUCATION

Northcentral University (Prescott, AZ) Spring 2010-2017
PhD. in Health Psychology/Behavioral Medicine

California Institute of Integral Studies (San Francisco, CA) Fall 2002- 2006
MA in Clinical Psychology from APA accredited PsyD program

Austin College (Sherman, TX) Fall 1996-Spring 2000
BA in Liberal Arts with an emphasis in Psychology and a minor in Religion

PROFESSIONAL EXPERIENCE

2009-present Thaddeus M. Cox, Ph.D., LPC-S, LPA and Associates Private Practice (Austin, TX and Telehealth)
Psychodynamic and trauma-informed psychotherapy practice. Supervision of LPC Associates and graduate trainees from Northwestern University's psychodynamic program.

2024 Brain and Body Integration (Colorado Springs, CO)
Training, assessment, and composition of reports for learning/cognitive, adaptive, neurodevelopmental, psychological, and neuropsychological evaluations for adults, adolescents, and children.

2010-2023 Austin Center for Therapy & Assessment (Austin, TX)
Long-standing relationship with a now established neuropsychological group practice. Completion of one-year internship with a mixed focus in clinical psychology and neuropsychological assessment. Conducted dissertation research on the intersection of trauma and attention on an archival database of 795 subjects using data mining latent-factor modeling.

2007-2011 Resources for Living (Austin, TX)
EAP counselor and Behavioral Health Manager Consultant. Provided individual and couples' therapy, information and referral, manager consultation, and critical incident management/CISD services. Represented company at industry conference and selected as first Employee of the Month.

2006-2007 Irving Family Advocacy Center (Irving, TX)
Bilingual individual and family therapist at Irving Family Advocacy Center functioning under Irving Police Dept.

2005-2006 Circle of Care/East Bay Agency for Children (Oakland, CA)
Supervised experience providing psychological services and assessment for children and families who've experienced the loss of a parent or sibling in home, alternative school, and clinic settings.

2004-2005 Walden House Multi-Services (San Francisco, CA)
Initial doctoral training was at a dual-diagnosis facility in the Mission District of San Francisco serving a diverse range of clients. Duties included individual psychotherapy, consultation with residential treatment team, Leading Dialectical Behavioral Therapy and substance-abuse classes, co-facilitation of state-funded treatment groups, intake screening, psychological testing, and Medi-Cal documentation.

THERAPY SERVICES

Psychotherapy is not easily described in general statements. It varies depending on the personalities of the clinician and client and the particular problems you bring forward. There are many different methods I may use to help with the problems you hope to address. Psychotherapy is not like a medical doctor visit in that it calls for an active effort on both our parts during sessions. In order for the therapy to be most successful, you may need to find some time to integrate behavioral strategies or find some time to further process some of the emotional material we talk about between sessions. This is especially the case when working on relationship issues.

Psychotherapy can have benefits and risks. Since therapy often involves discussing unpleasant aspects of your life you may experience uncomfortable feelings like sadness, guilt, anger, frustration, loneliness, and helplessness. Indeed, the benefit of working with a skilled therapist is often to be found in the special opportunity to access the blocked emotional material and associated insights that will facilitate a more fluid and authentic experience of life.

Psychotherapy has generally been found capable of providing strong benefits for an array of treatment goals and presenting concerns. Therapy often leads to better relationships, solutions to specific problems, and a significant reduction in feelings of distress. There is no way to guarantee what shifts you may notice or how you come to experience the process, but these I encourage you to share with me over the course of our work together.

Our first few sessions will involve an evaluation of your needs. By the end of the evaluation I will be able to offer you some first impressions of what our work will include and the avenues of treatment that seem most indicated. Therapy involves a commitment of time, money and energy so you should be careful about the therapist you select. If you have concerns about any of these matters, I invite you to discuss them with me whenever they arise.

INSURANCE AND BILLING

In order for us to set realistic treatment goals and priorities, it is important to evaluate what resources you have available to pay for your treatment. If you have a health insurance policy, it will usually provide some coverage for mental health treatment. If you are seeing me through Headway, you will receive direct communications from them regarding any issues with coverage and our business relationship will be mediated entirely through them. In such a case, please refer to the informed consent documents that you will also be signing on the Headway platform. In other cases, if I am to bill your insurance or provide you with documents for you to seek reimbursement directly, it is very important that you find out exactly what mental health services your insurance policy covers. I'm very happy to offer whatever assistance I can in helping you receive the benefits to which you are entitled; however, you (not your insurance company) are responsible for payment of my fees.

For clients in Texas and Colorado, my session fees are \$120, and when my psychologist license is active in California, the session fees will be \$150 per 53 minute hour. Other professional services include report writing, telephone conversations lasting longer than 15 minutes, attendance at meetings with other professionals you have authorized, preparation of treatment summaries, and the time spent performing any other service you may request of me. If you become involved in legal proceedings that require my participation, you will be expected to pay for any professional time I spend on your legal matter, even if the request comes from another party. Also, because sometimes schedules can become unpredictable, I am happy to reschedule appointments to another time in the same week as a courtesy. However, if such accommodations can not be made, particularly if a pattern of late cancellations or no-shows becomes apparent, I also reserve the right to charge the full fee of a session for cancellations and no-shows with less than one full business day's notice.

You should also be aware that most insurance companies require that I provide them with your clinical diagnosis. Sometimes I have to provide additional clinical information, such as treatment plans, progress notes or summaries, or copies of the entire record (in rare cases). This information will become part of the insurance company files. Though all insurance companies claim to keep such information confidential, I have no control over what they do with it once it is in their hands. In some cases, they may share the information with a national medical information databank. I will provide you with a copy of any records I submit, if you request it. You understand that, by using insurance, you authorize me to release such information to your provider.

Current Accepted Insurance Plans Include: Oscar (Optum), United Healthcare, Optum Medicaid CO, Oxford (Optum), United Healthcare Medicare Advantage, Anthem BCBS CO, Carelon Behavioral Health, Quest Behavioral Health, BCBS TX (PPO), Aetna

ZOOM AND UPHEAL

Keeping in line with the current technological era, I use external providers to enhance services including the Zoom and Upheal platform. Upheal empowers counselors to concentrate on their services by offering automated notes and analytics for client conversations, whereas Zoom provides a means of meeting online. As a part of this process, Upheal offers integration through the Zoom platform to handle your protected health information, adhering to HIPAA regulations as a Business Associate.

It should be noted that I have signed Business Associate Agreements (BAA) to protect data that is shared with Zoom and Upheal. Under the BAA, both services adhere to regulations such as the HIPAA Security Rule and Privacy Rule. This ensures that electronic health information (ePHI) is safeguarded through appropriate administrative, physical, and technical measures, ensuring its confidentiality, integrity, and security. Although I do not store audio or transcription data through these services without good reason and your authorized consent, the content of our sessions is used to help generate high quality clinical records, which I review and incorporate into the progress notes that both inform treatment, coordinate very clearly with your medical or other providers when authorized, and justify continued services through your insurance provider. Use of this service simultaneously helps me to keep more detailed psychotherapy notes separate from the record that might be shared with these sources. You can learn more about Upheal and its privacy practices at www.upheal.io/privacy. Please let me know if you have concerns or wish to discuss other options.

CONFIDENTIALITY

In general, the privacy of all communications between patient and therapist is protected by law, and I can only release information about our work to others with your written permission. But there are a few exceptions. In most legal proceedings, you have the right to prevent me from providing any information about your treatment. In some legal proceedings, a judge may order my testimony if he/she determines that the issues demand it, and I must comply with that court order.

There are some situations in which I am legally obligated to take action to protect others from harm, even if I have to reveal some information about a patient's treatment. For example, if I believe that a child, elderly person, or disabled person is being abused or has been abused, I may be required to make a report to the appropriate state agency.

If I believe that a patient is threatening serious bodily harm to another, I may be required to take protective actions. These actions may include notifying the potential victim, contacting the police, or seeking hospitalization for the patient. If the patient threatens to harm himself/herself, I may be obligated to seek hospitalization for him/her or to contact family members or others who can help provide protection. If a similar situation occurs in the course of our work together, I will attempt to fully discuss it with you before taking any action.

I may occasionally find it helpful to consult other professionals about a case. During a consultation, I make every effort to avoid revealing the identity of my patient. The consultant is also legally bound to keep the information confidential. Ordinarily, I will not tell you about these consultations unless I believe that it is important to our work together.

Although this written summary of exceptions to confidentiality is intended to inform you about potential issues that could arise, it is important that we discuss any questions or concerns that you may have at our next meeting. I will be happy to discuss these issues with you and provide clarification when possible. However, if you need specific clarification or advice I am unable to provide, formal legal advice may be needed, as the laws governing confidentiality are quite complex and I am not an attorney. [If you request, I will provide you with relevant portions or summaries of the state laws regarding these issues.]

Conditions for the use of your E-mail and Texting Communication

I will use reasonable means to protect the privacy of your health information sent by e-mail and texting. However, because of the risks associated with the use of the internet and e-mail and texting, I am unable to guarantee that e-mail and texting communications will be confidential. Additionally, I will not be liable in the event that you or anyone else inappropriately uses your e-mail and texting or for the improper disclosure of your health information that is not directly caused by my practice. Please notify me if you wish to opt out of email and/or text messaging for scheduling and limited clinically related communication and we can identify alternative means of coordinating.

Your signature below indicates that you have read the information in this document and agree to abide by its terms during our professional relationship. It also signifies that that you have been offered a copy of the HIPAA Disclosure Form.

Health Insurance Portability Accountability Act (HIPAA) Client Rights & Therapist Duties

This document contains important information about federal law, the Health Insurance Portability and Accountability Act (HIPAA), that provides privacy protections and patient rights with regard to the use and disclosure of your Protected Health Information (PHI) used for the purpose of treatment, payment, and health care operations.

HIPAA requires that I provide you with a Notice of Privacy Practices (the Notice) for use and disclosure of PHI for treatment, payment and health care operations. The Notice explains HIPAA and its application to your PHI in greater detail.

The law requires that I obtain your signature acknowledging that I have provided you with this. If you have any questions, it is your right and obligation to ask so I can have a further discussion prior to signing this document. When you sign this document, it will also represent an agreement between us. You may revoke this Agreement in writing at any time. That revocation will be binding unless I have taken action in reliance on it.

LIMITS ON CONFIDENTIALITY

The law protects the privacy of all communication between a patient and a therapist. In most situations, I can only release information about your treatment to others if you sign a written authorization form that meets certain legal requirements imposed by HIPAA. There are some situations where I am permitted or required to disclose information without either your consent or authorization. If such a situation arises, I will limit my disclosure to what is necessary. Reasons I may have to release your information without authorization:

1. If you are involved in a court proceeding and a request is made for information concerning your diagnosis and treatment, such information is protected by the psychologist-patient privilege law. I cannot provide any information without your (or your legal representative's) written authorization, or a court order, or if I receive a subpoena of which you have been properly notified and you have failed to inform me that you oppose the subpoena. If you are involved in or contemplating litigation, you should consult with an attorney to determine whether a court would be likely to order me to disclose information.
2. If a government agency is requesting the information for health oversight activities, within its appropriate legal authority, I may be required to provide it for them.
3. If a patient files a complaint or lawsuit against me, I may disclose relevant information regarding that patient in order to defend myself.
4. If a patient files a worker's compensation claim, and I am providing necessary treatment related to that claim, I must, upon appropriate request, submit treatment reports to the appropriate parties, including the patient's employer, the insurance carrier or an authorized qualified rehabilitation provider.
5. I may disclose the minimum necessary health information to my business associates that perform functions on our behalf or provide us with services if the information is necessary for such functions or services. My business associates sign agreements to

protect the privacy of your information and are not allowed to use or disclose any information other than as specified in our contract.

There are some situations in which I am legally obligated to take actions, which I believe are necessary to attempt to protect others from harm, and I may have to reveal some information about a patient's treatment:

1. If I know, or have reason to suspect, that a child under 18 has been abused, abandoned, or neglected by a parent, legal custodian, caregiver, or any other person responsible for the child's welfare, the law requires that I file a report with the state abuse hotline. Once such a report is filed, I may be required to provide additional information.
2. If I know or have reasonable cause to suspect that a vulnerable adult has been abused, neglected, or exploited, the law requires that I file a report with the state abuse hotline and often law enforcement or other agencies depending on the setting. Once such a report is filed, I may be required to provide additional information.
3. If I believe that there is a clear and immediate probability of physical harm to the patient, to other individuals, or to property, I may be required to disclose information to take protective action, including communicating the information to the potential victim, and/or appropriate family member, and/or the police or to seek hospitalization of the patient.

CLIENT RIGHTS AND THERAPIST DUTIES

Use and Disclosure of Protected Health Information:

- **For Treatment** – I use and disclose your health information internally in the course of your treatment. If I wish to provide information outside of our practice for your treatment by another health care provider, I will have you sign an authorization for release of information. Furthermore, an authorization is required for most uses and disclosures of psychotherapy notes.
- **For Payment** – I may use and disclose your health information to obtain payment for services provided to you as delineated in the Therapy Agreement.
- **For Operations** – I may use and disclose your health information as part of our internal operations. For example, this could mean a review of records to assure quality. I may also use your information to tell you about services, educational activities, and programs that I feel might be of interest to you.

Patient's Rights:

- **Right to Treatment** – You have the right to ethical treatment without discrimination regarding race, ethnicity, gender identity, sexual orientation, religion, disability status, age, or any other protected category.
- **Right to Confidentiality** – You have the right to have your health care information protected. If you pay for a service or health care item out-of-pocket in full, you can ask us

not to share that information for the purpose of payment or our operations with your health insurer. I will agree to such unless a law requires us to share that information.

- **Right to Request Restrictions** – You have the right to request restrictions on certain uses and disclosures of protected health information about you. However, I am not required to agree to a restriction you request.
- **Right to Receive Confidential Communications by Alternative Means and at Alternative Locations** – You have the right to request and receive confidential communications of PHI by alternative means and at alternative locations.
- **Right to Inspect and Copy** – You have the right to inspect or obtain a copy (or both) of PHI. Records must be requested in writing and release of information must be completed. Furthermore, there is a copying fee charge of \$1.00 per page. Please make your request well in advance and allow 2 weeks to receive the copies. If I refuse your request for access to your records, you have a right of review, which I will discuss with you upon request.
- **Right to Amend** – If you believe the information in your records is incorrect and/or missing important information, you can ask us to make certain changes, also known as amending, to your health information. You have to make this request in writing. You must tell us the reasons you want to make these changes, and I will decide if it is and if I refuse to do so, I will tell you why within 60 days.
- **Right to a Copy of This Notice** – If you received the paperwork electronically, you have a copy in your email. If you completed this paperwork in the office at your first session a copy will be provided to you per your request or at any time.
- **Right to an Accounting** – You generally have the right to receive an accounting of disclosures of PHI regarding you. On your request, I will discuss with you the details of the accounting process.
- **Right to Choose Someone to Act for You** – If someone is your legal guardian, that person can exercise your rights and make choices about your health information; I will make sure the person has this authority and can act for you before I take any action.
- **Right to Choose** – You have the right to decide not to receive services with me. If you wish, I will provide you with names of other qualified professionals.
- **Right to Terminate** – You have the right to terminate therapeutic services with me at any time without any legal or financial obligations other than those already accrued. I ask that you discuss your decision with me in session before terminating or at least contact me by phone letting me know you are terminating services.
- **Right to Release Information with Written Consent** – With your written consent, any part of your record can be released to any person or agency you designate. Together, we will discuss whether or not I think releasing the information in question to that person or agency might be harmful to you.

Therapist's Duties:

- I am required by law to maintain the privacy of PHI and to provide you with a notice of my legal duties and privacy practices with respect to PHI. I reserve the right to change the privacy policies and practices described in this notice. Unless I notify you of such changes, however, I am required to abide by the terms currently in effect. If I revise my policies and procedures, I will provide you with a revised notice in office during our session.

COMPLAINTS

If you are concerned that I have violated your privacy rights, or you disagree with a decision I made about access to your records, you may contact me, the State of Department of Health, or the Secretary of the U.S. Department of Health and Human Services. See below for contact information of state boards.

Texas Behavioral Health Executive Council, Enforcement Division, 1801 Congress Ave., Ste. 7.300, Austin, TX 78701, (512) 834-6658 or (800) 821-3205 bhec.texas.gov

Colorado State Board of Licensed Professional Counselor Examiners. 1560 Broadway, Suite 1350 Denver, CO 80202, (303) 894-7800, fax (303) 894-7764 dora_mentalhealthboard@state.co.us

Business and Professions Code section 2936 requires all licensees to post this notice in a conspicuous location in the principal psychological business office.

NOTICE TO CONSUMERS: The Department of Consumer Affairs' Board of Psychology receives and responds to questions and complaints regarding the practice of psychology. If you have questions or complaints you may contact the Board on the Internet at www.psychology.ca.gov, by e-mailing bopmail@dca.ca.gov, calling 1-866-503-3221 or writing to the following address:

Board of Psychology
1625 North Market Blvd, Suite N-215
Sacramento, CA 95834



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California Department
of Consumer Affairs