THERAPY GROUP

Hope • Healing • Growth • Lasting Change

Notice of Privacy Practices

Your Information. Your Rights. Our Responsibilities.

Pax Therapy Group, PLLC | Round Rock, Texas | (254) 282-5664

Effective date: 10/21/2026 Last reviewed: October 21, 2026

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

This notice applies to protected health information (PHI) maintained by Pax Therapy Group, PLLC (the "Practice") in connection with services delivered by its workforce and providers. It covers paper, oral, and electronic records, including telehealth. It does not replace the separate informed consent for treatment, telehealth consent, or any legally required authorization.

1 Your privacy at a glance

- You may request, inspect, and obtain copies of your health record, including available electronic records, subject to narrow legal exceptions.
- You may ask us to correct records, communicate in a confidential way, restrict certain disclosures, and provide an accounting of certain disclosures.
- You may receive a paper copy of this notice, authorize or decline uses that require permission, and file a privacy complaint without retaliation.
- We use and disclose only information allowed under applicable law, apply reasonable safeguards, and notify you when legally required following a breach of unsecured PHI.

2 How we ordinarily use and disclose information

Treatment

We use PHI to evaluate, diagnose, coordinate, provide, and document counseling or related care. With the required legal basis or consent, information may be shared with treating providers or personnel participating in care. Texas mental health confidentiality law may require additional consent or limit disclosure even where HIPAA would otherwise permit it.

Payment and practice operations

We may use and disclose information to collect self-pay fees, provide receipts or superbills requested by you, process payments, respond to billing questions, conduct lawful audits, assess quality, manage scheduling, maintain systems, train appropriately authorized personnel, and fulfill compliance obligations. We do not currently bill insurance directly as a routine practice; a superbill you choose to submit to an insurer may reveal diagnoses and services.

Reminders and health-related communications

We may contact you about appointments, care coordination, treatment alternatives, or services as permitted by law and your communication preferences. Email, text, voicemail, and portal communications may create privacy risks; contact us to request a more confidential method.

Business associates and vendors

Authorized service providers—for example, an electronic health record vendor, secure telehealth provider, billing processor, or IT provider—may process PHI only as legally permitted. Where HIPAA requires it, we enter into business associate agreements imposing privacy and security protections. The Practice remains responsible for selecting and overseeing its services.

3 Other uses and disclosures allowed or required by law

When permitted or required under applicable federal and Texas law, we may disclose the minimum necessary information where that standard applies for:

- Public health reporting and legally authorized health oversight activities.
- Preventing or lessening a serious threat to health or safety, within applicable professional and Texas legal standards.
- Reports of suspected child abuse, neglect, or other legally reportable circumstances.
- Required disclosures to authorized government agencies, including when a law specifically mandates disclosure.
- Judicial or administrative proceedings, subpoenas, court orders, or law enforcement requests, only when the applicable legal criteria are satisfied; a subpoena alone does not necessarily permit release of therapy records.
- Workers' compensation, research, medical examiner functions, and other legally recognized purposes, only to the extent relevant and legally authorized.

Mental health information is particularly protected. Texas Health and Safety Code Chapter 611 generally treats communications and records identifying diagnosis, evaluation, or treatment as confidential and limits disclosures to its enumerated exceptions or other controlling law. A disclosure allowed by HIPAA is not automatically allowed by Texas law.

4 Uses that generally require your written authorization

- Most uses and disclosures of psychotherapy notes, as specifically defined by HIPAA, except limited legal exceptions. Psychotherapy notes are distinct from progress notes and the general treatment record.
- Use or disclosure of PHI for marketing when HIPAA requires authorization, including certain paid promotions.
- Sale of PHI (we do not sell patient health information).
- Uses and disclosures not otherwise permitted by this notice or law, including many releases of counseling records to third parties.

An authorization may be revoked in writing at any time, except to the extent we already acted in reliance on it or another legal exception applies. We do not use psychotherapy notes for general marketing or sell PHI.

Fundraising

The Practice does not currently use PHI for fundraising. If this practice changes, we will follow all applicable notice, choice, and opt-out requirements, including the special rules for Part 2 records.



5 Your individual rights and how to exercise them

Access and electronic copies

You may request access to or copies of records in the designated record set, in paper or readily producible electronic format, and may direct us to transmit an electronic copy to a third party where legally applicable. We generally respond within 30 days under HIPAA; one legally permitted 30-day extension may apply with written explanation. Texas law may impose a shorter deadline, including provisions for mental health records. Reasonable, cost-based fees may apply where permitted. Psychotherapy notes and certain other information are generally excluded from the HIPAA access right, and any denial is subject to applicable law and review rights.

Correction or amendment

You may request an amendment of PHI in our designated record set if you believe it is incorrect or incomplete. We generally respond within 60 days, subject to a permitted extension and written notice. If we deny the request, you may submit a statement of disagreement under applicable rules.

Confidential communications

You may reasonably request that we contact you at another number, address, or through another available method. We will accommodate reasonable requests as required by law. Please identify a safe contact method.

Restrictions on disclosures

You may ask us to limit use or disclosure for treatment, payment, operations, or disclosures to persons involved in your care. We generally need not agree, except that, if you pay in full out of pocket for a health care service, we must honor your request not to disclose PHI about that service to a health plan for payment or health care operations unless disclosure is required by law. Tell us before any superbill or insurer-facing information is released.

Accounting of disclosures

You may request a listing of certain disclosures made during the preceding six years (or shorter period you specify), subject to exclusions and any applicable electronic-record requirements. One accounting in a 12-month period is free; additional accountings may incur an allowable fee after advance notice.

Representative and notice copy

A legally authorized personal representative may act for you subject to verification, special protections, and applicable exceptions. You may request a paper copy of this notice at any time, including if you previously accepted an electronic copy.

Complaints without retaliation

Contact our Privacy Officer using the contact information at the end of this notice. You may also file a complaint with the U.S. Department of Health and Human Services, Office for Civil Rights, at https://www.hhs.gov/hipaa/filing-a-complaint/ or 1-877-696-6775. We will not retaliate for exercising rights or filing a complaint.

6 Family, caregivers, and minors

We may share relevant information with family, friends, or others involved in care or payment when permitted by law and consistent with your choices, professional judgment, and Texas confidentiality rules. We seek your agreement where appropriate; safety emergencies may permit limited disclosures.

For patients under 18, parents or guardians often exercise privacy rights, but Texas and federal law provide exceptions for certain minor-consented services, safety circumstances, confidential communications, and other legally protected information. We evaluate access and disclosure case by case, considering consent authority, court orders, confidentiality requirements, and safety. We do not promise absolute secrecy from a parent or guardian or automatic parental access to every therapy communication.

7 Psychotherapy notes, sensitive information, and Part 2 records

Psychotherapy notes, if separately maintained by a treating mental health professional and meeting HIPAA's definition, receive heightened protection. Ordinary progress notes, diagnosis, treatment plans, symptoms, session dates, modalities, and billing records generally are not psychotherapy notes.

Certain substance use disorder treatment records may be subject to 42 CFR Part 2. If the Practice receives or maintains such records, it will apply the special legal limits applicable to those records. Part 2 records or testimony describing them generally may not be used or disclosed in civil, criminal, administrative, or legislative proceedings against a patient without the patient's specific written consent or a qualifying court order and compulsory process, as applicable. Special authorization and redisclosure rules may apply. Separate consent protections apply to Part 2 SUD counseling notes.

A counseling practice is not automatically a federally assisted Part 2 program merely because it treats patients who have substance use concerns. If Pax Therapy Group itself qualifies as a Part 2 program, an additional or combined Part 2 patient notice and related procedures must be assessed before use.

8 Electronic records, telehealth, and HITECH safeguards

We maintain administrative, physical, and technical safeguards as required by applicable law, including safeguards for electronic PHI. These may include role-based access, authentication, secure storage, audit controls, vendor agreements, and secure methods for transmitting information. No electronic communication or system can be guaranteed completely risk-free.

Telehealth may involve a third-party video or records platform. We seek to use appropriately protected systems and providers, with business associate agreements when required. We will not record therapy visits without meeting applicable legal and consent requirements. You may request an available secure alternative for communicating with us.

The HITECH Act strengthened HIPAA protections, electronic access rights, vendor obligations, and breach notification requirements. If we discover a reportable breach of unsecured PHI, we will notify affected individuals without unreasonable delay and no later than 60 days after discovery, except where law permits delay. Notices will describe the incident and protective steps as required; we will also make governmental or other notices when required.

8A SimplePractice EHR, client portal, telehealth and AI Note Taker

Electronic health record and online portal

We use SimplePractice for electronic health records and practice administration. Depending on services used, information may be entered into or processed through its client portal for intake questionnaires, clinical records, scheduling, messaging, billing, payments, and document sharing. SimplePractice and appropriate subprocessors may handle PHI on our behalf for

legally permitted services under applicable business associate and other contractual arrangements. Portal availability, authentication, messages, and account access are subject to practice procedures and applicable law.

Telehealth sessions

We may use the SimplePractice telehealth portal for virtual counseling. Telehealth necessarily transmits video, audio, and related session information over electronic networks. No networked system can guarantee absolute confidentiality. We encourage clients to join from a private location, use secure internet access and a personal device when possible, and alert their clinician if others can hear the session. We may need to confirm the client's physical location and emergency contact at each telehealth visit. Telehealth participation and technology-related risks are addressed in a separate informed-consent document.

AI-assisted documentation / session transcription

With the client's applicable informed consent, a clinician may use SimplePractice Note Taker to process session audio, create a temporary transcript, and generate a draft clinical progress note. The clinician reviews, corrects, and approves the final record; AI-generated notes are not a substitute for professional clinical judgment. The technology is not a stand-alone therapist, and a client may choose care without optional AI-assisted transcription. If a client declines or withdraws permission, we will use conventional documentation for future sessions, subject to applicable recordkeeping duties. We obtain a separate AI and transcription consent and apply any additional legal rules relevant to minors and sensitive records.

AI transcription processing and retention

Under SimplePractice's currently published Note Taker documentation, session audio is deleted after a transcript is generated. The identifiable working transcript is generally available for up to seven days or until the clinician signs and locks the progress note, whichever occurs first. SimplePractice also offers an optional setting to retain a de-identified and de-coupled transcript after that period for improving AI-assisted features; this setting may be enabled by default for practices that first activate Note Taker on or after June 17, 2026. Pax Therapy Group will disclose its actual retention setting and relevant choices in the separate AI consent before use. We will not represent that every transcript is deleted after seven days unless our settings and vendor terms support that statement. Retention of finalized clinical records is governed separately by applicable law and our record-retention policy.

Limits of this notice and your choices

This NPP explains general privacy practices, but it is not itself consent to session transcription, an authorization to release psychotherapy notes, or a waiver of confidentiality. Optional AI-related functions will not be used for a session when the required informed consent has not been obtained. Specific vendor features, safeguards, retention choices, and subprocessors may change; Pax Therapy Group will review its settings, agreements and disclosures when material changes occur. Rights to obtain records apply to PHI in a designated record set; not every temporary working transcript or properly de-identified item is necessarily part of that record set.

9 Our legal duties and updates

We are required to maintain the privacy and security of PHI, provide this notice, comply with its current terms, and notify affected individuals after breaches when required. We may revise the notice and make revised terms apply to PHI already held, as permitted by law. An updated notice will be available on request, at the practice, and on any website where our services are described. Material changes will be handled under applicable distribution rules.



10 Contact and privacy questions

Practice: Pax Therapy Group, PLLC | Round Rock, TX

Privacy Officer or contact title: David Watson

Privacy email: Dave@PaxTherapyGroup.com

Telephone: (254) 282-5664

Mailing address for privacy requests: 1109 Hillridge Dr. Round Rock, TX 78665

Practice website: www.paxtherapygroup.com

To request access, amendment, restrictions, an accounting, or a confidential communication method, contact the Privacy Officer. We may need to verify identity and authority before processing a request.



Patient Acknowledgment of Receipt

I acknowledge that I was offered or received Pax Therapy Group, PLLC's Notice of Privacy Practices. Signing acknowledges receipt or availability; it does not waive my rights, authorize disclosure, or constitute consent to treatment.

Patient name: _____

Patient / legally authorized representative signature: _____ Date: _____

Representative name and relationship (if applicable): _____

If acknowledgment was not obtained, staff document good-faith effort and reason:

_____

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Implementation checklist — internal use only (remove before publishing)

- Set the effective date and identify the designated Privacy Officer, email, and mailing address.
- Verify whether the PLLC is a HIPAA-covered entity based on actual electronic transactions; even where not legally covered, Texas confidentiality duties still apply.
- Verify whether Pax qualifies as a Part 2 program and whether it receives Part 2 records; expand to a combined Part 2 notice if needed.
- Verify any Texas-specific disclosures, minor consent scenarios, records timelines and fees, and provider licensing-board obligations with Texas healthcare counsel.
- Confirm actual EHR, portal, telehealth, texting, email, payment and analytics practices; obtain required BAAs.
- Decide whether fundraising, marketing, research, recordings, or disclosures to other entities occur, and revise notice accordingly.
- Post in the in-person practice and on service website; provide by first service delivery, offer acknowledgment, and document good-faith effort if acknowledgment cannot be obtained.
- Adopt separate policies/forms: authorization to release information, access/amendment requests, breach response, telehealth consent, minor/guardian procedures, retention, incident handling and staff training.
- Confirm SimplePractice BAA and applicable AI add-on terms, subprocessors, portal controls and telehealth policies before using PHI.
- Configure Note Taker de-identified transcript retention at clinician/client/session level; document chosen default and periodically audit settings.
- Use a separate, explicit AI-assisted documentation / transcription consent explaining retention and opt-out, plus a separate telehealth informed consent; determine appropriate consent for minors.
- Check whether any other clinical AI features (e.g., Care Aide) are turned on and revise the NPP and consent accordingly.

Federal and Texas primary sources consulted

- HHS updated HIPAA provider model NPP (February 2026): https://www.hhs.gov/hipaa/for-professionals/privacy/guidance/privacy-practices-health-care-provider/index.html
- HHS Model Notices (Part 2 updates): https://www.hhs.gov/hipaa/for-professionals/privacy/guidance/model-notices-privacy-practices/index.html
- HIPAA NPP regulations: https://www.law.cornell.edu/cfr/text/45/164.520
- HHS Breach Notification Rule: https://www.hhs.gov/hipaa/for-professionals/breach-notification/index.html
- Texas Health & Safety Code Chapter 611: https://statutes.capitol.texas.gov/docs/hs/pdf/hs.611.pdf
- HHS Part 2 overview: https://www.hhs.gov/hipaa/part-2/index.html

Draft for legal and operational review; not a certification of compliance. An NPP alone does not satisfy HIPAA Security Rule, breach-response, business associate, or Texas practice policy obligations.