GIGI PATIENT ADVOCACY · RESEARCH APPENDIX

Texas Legal, Licensing, and Risk Research

Compiled 2026-08-22 · Research data, not legal, tax, or medical advice

Research: Texas Legal, Licensing and Risk — RN-Owned Patient Advocacy

Collected 2026-08-22. RESEARCH DATA, NOT LEGAL ADVICE. [ATTORNEY] marks items needing a Texas lawyer.

SOURCING CAVEAT: statutes.capitol.texas.gov now serves a JavaScript shell and returns no text to automated fetch. Texas statutory quotes below came from the Texas BON's own NPA PDF, texas.public.law, Cornell LII, and FindLaw. Spot-check in a live browser before relying on any of them.

THE THREE FINDINGS THAT CHANGE THE BUSINESS PLAN

FINDING 1: Medical bill negotiation may require state registration. This is the big one.

Tex. Finance Code Ch. 394, Subchapter C.
- "**Debt management service**" = "a service in which a provider obtains or seeks to obtain a **concession** from one or more creditors on behalf of a consumer."
- "**Concession**" = "assent to repayment of a debt on terms more favorable to a consumer than the terms of the agreement under which the consumer became indebted."
- "**Creditor**" = "a person to whom a person owes money."
- **Nothing limits "debt" to credit card or unsecured consumer debt. Medical debt is not excluded.**
- **§394.204:** "A person... may not provide a debt management service to a consumer in this state unless the person is registered" with the Texas Finance Commissioner. **The trigger is providing the service.** Not holding client funds. Not charging a particular fee type.
- **§394.201(b):** "This subchapter shall be **liberally construed** to accomplish its purpose."
- **§394.203 exemptions** cover licensed attorneys, title/escrow, judicial officers, representative payees, financial institutions, and "bill payers" who pay debts with the consumer's own money — **but bill payers are exempt only if they do NOT contact creditors to renegotiate terms.** That is precisely the activity in question. **No exemption covers a non-attorney who negotiates medical bills for a fee.**
- Regulator is the Texas Office of Consumer Credit Commissioner, which registers "debt negotiators." Requires ALECS application, a **surety bond**, annual renewal (Jan 1-31), annual reports (due Feb 1). OCCC page never mentions medical debt, and publishes no guidance on the boundary.

[ATTORNEY] HIGHEST PRIORITY QUESTION IN THE ENTIRE RESEARCH SET. On plain text plus a liberal-construction instruction, fee-based medical bill negotiation appears to require OCCC registration. Counter-arguments worth testing: (a) Ch. 394 was built for the credit-card debt-settlement industry and no enforcement against medical bill advocates was found; (b) an incidental-service reading where negotiation is a minor part of broader advocacy; (c) whether flat-fee/hourly pricing rather than percentage-of-savings changes the analysis. **THE FEE STRUCTURE IS ITSELF A RISK LEVER. Settle this before publishing any pricing.**

DECK IMPLICATION: this independently confirms the owner's instinct to demote bill review from headline to add-on. Doctor Visit Companion carries no comparable registration question. Bill review does. Leading with the service that has an open regulatory question attached would be backwards.

FINDING 2: She is NOT a HIPAA covered entity, but she IS a TEXAS covered entity

Everyone gets the first half right and misses the second.

HIPAA: not a covered entity (not a plan, clearinghouse, or provider). Not a business associate either, **as long as the PATIENT hires her.** If a hospital, insurer, or physician practice contracts her to work on ITS behalf, she becomes a business associate with full Security Rule and breach-notification duties. **This is a business-model fork worth deciding deliberately: direct-to-patient keeps her outside HIPAA's framework; any B2B contract pulls her in.**

BUT — Tex. Health & Safety Code §181.001 defines "covered entity" far more broadly. It means any person who "**for commercial, financial, or professional gain... engages, in whole or in part, and with real or constructive knowledge, in the practice of assembling, collecting, analyzing, using, evaluating, storing, or transmitting protected health information.**" No requirement to be a plan, clearinghouse, or provider.
Being paid to collect, review, analyze, or transmit a client's medical records — the core of the product — lands squarely in this definition.

Consequences:
- **§181.154:** may not electronically disclose PHI without "a separate authorization from the individual... **for each disclosure**." **Notice must be posted** at the place of business or on the website. **This is the single most commonly missed obligation.**
- **§181.101:** employee training within 90 days of hire, signed statements kept 6 years. Speaks to *employees* — a true solo operator arguably has no duty until the first hire. [ATTORNEY]
- **§181.201 penalties:** up to $5,000/violation/year (negligent), $25,000 (knowing/intentional), **$250,000 where PHI was knowingly used for financial gain.** Pattern-or-practice cap $1.5M annually.

"I am not a HIPAA covered entity" can be simultaneously TRUE and DANGEROUSLY INCOMPLETE.

FINDING 3: The Board of Nursing follows her into the advocacy role. It cannot be disclaimed away.

BON Position Statement 15.15, *Board's Jurisdiction Over a Nurse's Practice in Any Role and Use of the Nursing Title* (last reviewed January 2026), quoted verbatim:

> *"The Board holds a licensed registered nurse, who is working in an unlicensed or technical position, **or other role**, responsible and accountable to the level of education and competency of a RN."*
> *"In the opinion of the Board, **the expressed or implied use of the title 'LVN,' or 'RN,' or any other title that implies nursing licensure requires compliance with the NPA and Board Rules.**"*

Read together: using the RN title triggers full NPA compliance, and **not using it does not switch the Board off.** The only stated escape is a license that has been retired, made inactive, surrendered, or revoked.

Tex. Occ. Code §301.004(a)(5): acts under another agency's license are outside the NPA "except... if the person also holds a license under this chapter and the act is within the practice of nursing, the board may take action against that license based on that act."

The standard-of-care mechanism — *Lunsford v. Board of Nurse Examiners*, 648 S.W.2d 391 (Tex. App. Austin 1983): a nurse's duty to the patient "cannot be superseded by hospital policy or physician's order." The duty attached because the nurse "had the knowledge, skills, and abilities to recognize the life-threatening nature of the man's symptoms."
The duty attached to what the nurse KNEW, not to an employment relationship or a billing arrangement. An RN advocate whose client deteriorates in a waiting room is squarely inside this fact pattern.

The practical trade-off

	Hold out as RN advocate	Explicitly non-clinical
NPA compliance	Required	**Still required** for acts within nursing scope
BON complaint jurisdiction	Yes	**Yes** — RN-level accountability in "other roles"
Standard applied	RN standard of care	**RN standard** — knowledge-based, per Lunsford
Title rules (22 TAC 217.10, §301.351)	Apply	Reduced
Marketing value	**High. 35 years of RN experience IS the product**	Sacrificed
Insurance fit	Nursing policy more likely to respond	Needs E&O instead

HONEST CONCLUSION: dropping the RN title reduces surface area but creates NO safe harbor. The realistic strategy is not "escape the Board" but "practice so that the RN standard, which will be applied regardless, is comfortably met" — defined non-clinical scope, document everything, refer out, never give clinical opinions.
Since the Board comes along either way, she should keep the RN branding. It is the entire competitive advantage and she pays the regulatory price for it whether she uses it or not.

[ATTORNEY] Two unanswered questions: (1) does holding out as "RN, patient advocate" while contracting for expressly non-clinical services create a nurse-patient relationship for Texas civil liability? (2) Does Tex. Civil Practice & Remedies Code Ch. 74 (health care liability claims —

expert report requirement, damage caps) apply to a claim against an RN-owned advocacy business? **Ch. 74 was not researched and could move the risk picture materially in either direction.**

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1. LICENSING — patient advocacy is NOT regulated in Texas

No Texas license, registration, certification, or title protection exists for "patient advocate," "health advocate," "patient navigator," or "health care navigator." Anyone may lawfully use those titles and sell those services.
- TDLR regulates 39 programs. None is patient-advocacy-adjacent.
- No Texas Occupations Code chapter defines or licenses a patient advocate.
- **No US state licenses patient advocates.** The field runs on voluntary private certification.

The dead TDI "navigator" registration — a trap in older guidance

- SB 1795 (83rd Legislature) authorized TDI to register ACA marketplace Navigators. The authorizing statute (Insurance Code Ch. 4154) **expired September 1, 2017.** TDI then repealed 28 TAC Ch. 19, Subchapter W.
- **Even when live, its scope was ACA marketplace enrollment assistance ONLY** — never general advocacy, billing help, or care coordination.
- Navigator certification in Texas today is federal (CMS), not state. The only way to pick up a navigator obligation is to formally enroll people in ACA marketplace plans.

FAVORABLE: the home health sole-practitioner exemption

Tex. H&SC §142.003(a)(2) exempts "a registered nurse... who provides home health services **as a sole practitioner**" from HCSSA licensure. **[ATTORNEY] Hiring a second nurse, or contracting nursing services out, likely destroys this exemption and triggers full home health agency licensure.** A real constraint on how she grows.

No case management license

Texas does not license case managers or care coordinators as standalone occupations. CCM/ACM are voluntary national certifications.

The BON explicitly permits business ownership

BON FAQ: "**There is nothing in the Nursing Practices Act (NPA) or Board Rules that prohibit a nurse from owning his/her business.**" And: "The Board does not have rules regarding business ownership, so we cannot advise you on this. We would recommend you seek your own legal counsel."
Position Statement 15.28: the RN "may engage in **independent nursing practice without supervision** by another health care provider." And: "**The professional RN serves as an advocate for the patient and the patient's family.**"
There is no Texas registration or Board approval for independent practice. An active RN license is the whole of it.

2. TWO OBLIGATIONS MOST PEOPLE MISS

(a) Mandatory duty to report other nurses — Tex. Occ. Code §301.402(b). A nurse "shall report to the Board" reasonable cause to suspect another nurse engaged in conduct subject to reporting: conduct violating the NPA that contributed to death or serious injury, suspected impairment, "abuse, exploitation, fraud, or a violation of professional boundaries," or conduct indicating the nurse "lacks knowledge, skill, judgment, or conscientiousness."
An RN advocate sits at the bedside watching other nurses work. This is a live, recurring statutory duty with real consequences for her hospital relationships. Worth thinking through before it happens rather than in the moment.

(b) Board-enforced confidentiality independent of HIPAA — 22 TAC §217.11(1)(E). She has a licensure-backed confidentiality duty even where HIPAA does not reach.

3. INSURANCE — there is a real coverage gap

The bind: the work may be too clinical for a generic consultant E&O policy and too non-clinical for a nursing malpractice policy. Standard RN malpractice policies are written around "services within your scope of practice" — framed clinically, with no language extending to consulting, navigation, or non-clinical advocacy.

[NOT VERIFIED] The literal policy-form definition of "professional services" could not be obtained; carriers gate specimen policies behind a quote. GET THE SPECIMEN POLICY AND READ THE DEFINITION BEFORE BINDING. This is the single most important insurance action item.

Carriers

- **CPH Insurance** — the only carrier found with a specifically branded **"Patient Advocate"** professional liability product. **Occurrence form** (no tail needed) with unlimited legal defense. Sublimits: license protection $25,000; deposition representation $10,000; privacy wrongful-act defense $25,000. Primary limits and premium require a quote. cphins.com/patient-advocate/
- **APHA** does not underwrite. It runs an insurance resource center and states **only about ten companies in the US cover independent advocates at all.** Carrier list and pricing are behind paid membership.
- APHA's PracticePartner E&O is described as covering "clients you serve using **our platform**, if you qualify." **This is a platform-tied conditional benefit, NOT a general practice policy.** Do not treat it as her coverage without verifying.
- **NSO, HPSO, CM&F, Proliability/Mercer** — all write nursing liability broadly; **none showed a named patient advocate product.** Proliability's notable feature: defense costs outside the limit.

Published figures

Coverage	Premium	Limits
Individual RN professional liability (market median)	~$45/mo (~$542/yr)	$1M/occ, $3M agg
CM&F nursing liability	Quote only	$1M/claim, $6M agg; license defense $35K/$100K; HIPAA defense $35K
General liability	~$41/mo (~$486/yr)	$1M/occ, $2M agg
Business owner's policy	~$57/mo (~$685/yr)	$1M/occ, $2M agg
Healthcare cyber (solo)	~$1,000-2,500/yr	Varies
Patient advocate E&O	**Not published by any carrier. Quote required.**	—

Recommended stack

1. **Professional liability / E&O covering advocacy** — the load-bearing policy
2. **Nursing malpractice** — retain it. **License defense coverage matters more than usual here** because BON jurisdiction persists into the advocacy role (Finding 3).
3. **Cyber / data breach** — she handles PHI outside any covered entity's security perimeter, and Texas Ch. 181 penalties are enforceable against her personally
4. **General liability or BOP** — client meetings, home visits

Occurrence vs claims-made matters. Tail runs ~175% of the last annual premium for unlimited, up to 2-3x, and a sole proprietor bears it personally. **CPH's advocate product being occurrence-form removes the tail problem entirely — a material advantage.**

4. HIPAA MECHANICS

Getting records — two pathways

- **Right of access direction, 45 CFR 164.524(c)(3)(ii):** if the individual directs the covered entity to transmit records to a designated person, it must. Written, signed, identifies recipient. 30 days to act. **Only the cost-based fee under §164.524(c)(4) may be charged.** A §164.508 authorization is NOT legally required for this pathway — though providers commonly demand one anyway.

- **Authorization, 45 CFR 164.508** — the alternative, and practically the one providers accept without friction.

Required elements of a valid authorization — 45 CFR 164.508(c)

Core: (1) specific description of the information; (2) who may disclose; (3) **who may receive it — the advocate, by name**; (4) purpose (or "at the request of the individual"); (5) expiration date or event; (6) signature and date.
Required statements: (1) right to revoke in writing and how; (2) whether treatment/payment can be conditioned on signing; (3) **potential for redisclosure — once it leaves the covered entity it is no longer HIPAA-protected**.
Plus: plain language, and a copy to the individual.

Personal representative vs authorization vs medical power of attorney — the distinction people get wrong

Personal representative status (45 CFR 164.502(g)) is NOT created by signing a HIPAA form. It flows from independent **state-law health care decision-making authority.** Being "the patient's advocate" confers nothing. Signing a HIPAA authorization confers nothing.

Instrument	What it does	When it works
HIPAA authorization (164.508)	Provider may *release information* to her	Immediately on signing
Right-of-access direction (164.524(c)(3)(ii))	Records sent to her at cost-based fee	Immediately on written request
Texas Medical Power of Attorney (H&SC Ch. 166 Subch. D)	Makes the agent a **decision-maker**, therefore a HIPAA personal representative	**Only on a physician's written certification that the principal lacks capacity**

Texas MPOA specifics: **§166.164** contains the statutory form ("must be in substantially the following form"). **§166.154** requires signature before **two qualifying witnesses**, or notarization instead. Excludes consent to voluntary inpatient mental health commitment, convulsive treatment, psychosurgery, or abortion.

[ATTORNEY] SIGNIFICANT CONFLICT FLAG: an advocate serving as her own paying client's medical power of attorney agent is a serious conflict of interest. The field's ethics code permits it only "in the context of a well-established relationship" with "prior, clear, and transparent written documentation." For an RN it also raises a financial/professional boundary question under 22 TAC §217.11(1)(J) and §217.12. **Treat as high-risk. Probably decline as a standing policy.**

Texas medical records release

- **Tex. Occ. Code §159.005** — consent must be written and signed, specifying records, purpose, and recipient.
- **§159.006** — physician must furnish records "not later than the **15th business day**" after receipt of written consent. (Note: 22 TAC §163.3 says "15 days"; **the statute controls.**)
- **CITATION CORRECTION: 22 TAC §165.2 is REPEALED** effective 2025-01-09. **The current rule is 22 TAC §163.3.** Any template citing §165.2 is stale.
- Fees under §163.3: paper $25 for the first 20 pages then $0.50/page; electronic $25 for <=500 pages, $50 for >500. Affidavit max $15.
- **A provider CANNOT withhold records for a delinquent account and CANNOT require a subpoena when a proper §159.005 request is made.** Useful to know and to tell clients.

5. MEDICAL BILL REVIEW — the legal limits

Unauthorized practice of law

Tex. Gov't Code §81.101(a) defines practice of law to include "**a service rendered out of court, including the giving of advice or the rendering of any service requiring the use of legal skill or knowledge.**" **§81.101(b):** "The definition in this section is **not exclusive**." Texas deliberately left this open-ended. **There is no safe-harbor list.**

Likely permissible (factual/administrative): negotiating a bill amount as the patient's agent; disputing charges as billing or coding errors; filing appeals through the insurer's own administrative process; assembling documentation; applying for charity care; explaining benefits in plain language.

Likely UPL risk: advising on legal rights or remedies under statute or contract; interpreting ERISA rights advisorily; drafting demand letters threatening legal claims; representing in litigation or arbitration; advising whether to sue.

No Texas case law was found squarely addressing non-attorney medical bill negotiation or appeal assistance as UPL. The Texas UPL Committee investigates complaints but **does not issue advisory opinions.** None of NAHAC, APHA, or ACAP publishes clear UPL boundary guidance — a genuine gap in the field, not a research miss.
[ATTORNEY] Given the open-ended statute and absent case law, the written scope-of-services clause disclaiming legal advice is doing real work.

"Authorized representative" — this mechanism is SOLID

ERISA, 29 CFR §2560.503-1(b)(4): "The claims procedures do not preclude an **authorized representative** of a claimant from acting on behalf of such claimant in pursuing a benefit claim or appeal." Plans may set reasonable verification procedures. **No attorney requirement. ACA, 45 CFR §147.136(a)(2)(iii):** "references to claimant **include a claimant's authorized representative**." **§147.136(d)(2)(i):** external review request must be filed **within four months** of the adverse determination notice.
Practical note: plans commonly require their OWN signed authorized-representative form. Get it early — it is the most common cause of a rejected appeal.

Texas external review / IRO — a non-attorney may file

Tex. Ins. Code §4201.354: an adverse determination may be appealed by (1) the enrollee, (2) **a person acting on the enrollee's behalf**, or (3) the enrollee's physician or provider. **No attorney requirement, no qualification criteria on "a person acting on the enrollee's behalf." TDI Form LHL009:** "You, your health care provider, or **someone acting on your behalf** or representative may file this form." Has a dedicated field **(C) Person acting on patient's behalf** — a lay representative field by design. **The patient must still sign the medical records release. "There is no cost to you for the independent review."** Decisions run 3 days (life-threatening) to 30 days (retrospective).

Balance billing — she cannot access the arbitration track

- **SB 1264** (eff. 2020-01-01) restricts balance billing for TDI-regulated plans plus ERS/TRS, roughly **20% of insured Texans**. Does not apply where the consumer chose out-of-network care or is uninsured.
- **The SB 1264 dispute resolution track (arbitration for providers, mediation for facilities) is provider-vs-plan, NOT patient-initiated.** Same for the federal No Surprises Act IDR process.
- **So the value-add is:** (a) identifying bills that are *illegal* under SB 1264/NSA and routing them to TDI or CMS, (b) negotiating bills genuinely outside those protections (uninsured, elective out-of-network, legitimate deductible/coinsurance), (c) coding and billing errors.

6. ENTITY SETUP

LLC vs PLLC — more nuanced than the simple answer

Tex. Bus. Orgs. Code §301.003(2) defines "professional service" as one requiring a license "as a condition precedent to the rendering of the service, **including** the personal service rendered by an architect, attorney, CPA, dentist, physician, public accountant, or veterinarian."

IMPORTANT NUANCE, and this corrects a simpler earlier read: the list is illustrative, not exhaustive. Under the Texas Code Construction Act (Gov't Code §311.005(13)), "includes" and "including" are **terms of enlargement, not limitation.** Nursing requires a Texas license as a condition precedent to rendering nursing services, so **nursing is likely a "professional service" under §301.003(2)** even though it is not named.

But the decisive question is different: does the ENTITY render that professional service? A PLLC is one "formed for the purpose of providing a professional service." An entity formed to provide **non-clinical advocacy** — not nursing — arguably renders no professional service and needs no PLLC.

Texas SOS FAQ confirms the conditional framing: "If you want to organize your entity as a corporation or LLC and you will be performing professional services, then you **may be** required to form as a professional entity."
Common conflation to avoid: the SOS FAQ's nine-profession list governs professional associations (PAs), a different entity type. Do not use it to answer the PLLC question.

[ATTORNEY] The entity choice and the RN-branding decision must be made TOGETHER, not separately. If the business markets the RN credential heavily, the argument that it renders no nursing service weakens.

Practical relief: Form 205 (LLC) and Form 206 (PLLC) both cost $300. This is not a budget decision.

Costs

Item	Fee
Form 205, Certificate of Formation LLC	$300
Form 206, Certificate of Formation PLLC	$300
Form 503, Assumed Name Certificate	$25
Texas annual report fee	**None**
Form 206 requires stating "the type of professional service to be provided." Also needed: Texas registered agent with consent, and an EIN (free, direct from IRS.gov only).	

DBA — county filing is obsolete for LLCs

Tex. Bus. & Com. Code §71.103(a): an LLC "shall file the certificate in the office of the **secretary of state**." The county-clerk subsections were **repealed by HB 3609, effective 2019-09-01.**
- LLC/PLLC with a DBA: **Secretary of State only, $25. No Travis County filing.**
- Sole proprietorships and general partnerships still file with the Travis County Clerk.

Franchise tax

No-tax-due threshold for report year 2026: $2,650,000 (up from $2,470,000 for 2024-2025). She will be far below it.
But being under the threshold does not mean filing nothing. The standalone No Tax Due Report was discontinued for report year 2024 onward. The obligation now is an **annual Public Information Report or Ownership Report**. No tax, but a required filing.

Sales tax — most likely not taxable

Texas taxes only enumerated services. Two categories deserve a check, and both point the right way:
- **"Insurance services"** taxable scope targets **insurers and adjusters** ("claims adjustment or processing"), not consumer-side advocacy.
- **"Debt collection services"** taxable scope describes working **for the creditor** ("collect overdue bills," send collection letters, repossess). **An advocate works for the debtor.**
[ATTORNEY] Confirm before invoicing, particularly if any revenue ever comes from a payer or plan rather than the patient — that could recharacterize the work as taxable "claims adjustment or processing."

Austin local — UNRESOLVED, needs phone calls

- **City business license:** Austin is widely understood not to require one. **[NOT VERIFIED]** — every candidate austintexas.gov page returned 404. Confirm via Austin 3-1-1 or the Small Business Division.
- **Home occupation rules:** Austin Land Development Code governs home-based businesses (typical restrictions: employees, client visits, signage, share of floor area). **[NOT VERIFIED]** — municode returned 403. **This matters if clients will ever visit a home office. Confirm with Austin Development Services first.**

7. ETHICS CODE AND CONTRACT LANGUAGE

The governing field document

Code of Ethics for Patient & Health Care Advocates (2022) — jointly issued by NAHAC, HealthAdvocateX, and the Patient Advocate Certification Board. **Adherence is mandatory for NAHAC membership and required to obtain and maintain the BCPA credential.**
PDF: https://nahac.com/client_media/files/20220427-COE-Final.pdf

The clause written for exactly this situation

> "***At no time do Advocates make decisions or recommendations regarding specific treatment choices, provide clinical opinions, or perform medical care of any type, even if they possess clinical training or credentials.***"
> "*While Advocates will guide and assist their clients/patients with medical decision-making,* ***at no time will Advocates make those decisions on their client's behalf.***"
> "***Although not legally bound under HIPAA****, Advocates recognize that privacy is an essential component of every client relationship...*"

Recommended disclaimer (composite, includes the RN-specific clause she needs)

> "*I do not provide medical advice, diagnosis, or treatment. I do not provide legal advice or legal representation.* ***Although I hold an active Texas registered nurse license, I am not providing nursing services, clinical care, or clinical opinions under this agreement, and no nurse-patient treatment relationship is created by it.*** *My role is to help you gather information, understand your options, organize your records, communicate with your care team, and advocate for your stated wishes. All medical decisions remain yours and your licensed providers'.*"
> ***[ATTORNEY] review this. And note the tension: such a disclaimer helps in a civil suit but does NOT remove BON jurisdiction under PS 15.15.***

Conflict of interest — unusually strict, and it stacks with the nursing rules

Code of Ethics: advocates "**may not accept remuneration for making referrals** to other providers or services; **may not steer clients to products or services from which the advocate will profit**...; **may not accept paid advertising on their websites** from outside product or service providers, and **may not require a client to purchase or subscribe to any outside service.**"
22 TAC §217.12 lists as unprofessional conduct "Offering, giving, soliciting, or receiving... any fee or other consideration to or from a third party."
For an RN advocate, taking a referral fee is BOTH an ethics violation AND a potential licensure matter. This matters because referral relationships with elder law attorneys, senior living communities, and financial advisors are the obvious growth channel — and money must never flow in either direction.

Services agreement checklist

Core: parties and date; itemized scope; **explicit exclusions** (no medical advice/diagnosis/treatment, no legal advice or representation, no nursing services, no guarantee of clinical/financial/coverage outcomes); fee structure; billing and payment terms; term and termination; client responsibilities.
Risk: no-guarantee clause; limitation of liability; indemnification; dispute resolution and venue (Travis County); insurance representation; **conflict disclosure with affirmative no-referral-fee statement**; withdrawal and boundary-breach provisions.
Privacy — SEPARATE documents, not clauses: HIPAA authorization meeting all 164.508(c) elements naming her by name; optionally a right-of-access direction; **Texas §181.154 per-disclosure authorization plus the posted notice**; data retention and destruction.
Credential transparency (Code-required): written statement of education, training, experience, and licenses, **including RN license status and its explicit relationship to (or exclusion from) the services sold.**
NOTE: percentage-of-savings pricing may materially worsen the Ch. 394 debt-management analysis. See Finding 1.

8. WHAT IS ACTUALLY REQUIRED VS. BEST PRACTICE

Legally required

1. Maintain the active Texas RN license and comply with NPA and Board Rules for any act within nursing scope, **including in non-nursing roles**
2. **Mandatory nurse-on-nurse reporting** (§301.402(b))
3. Entity formation and registered agent; assumed name certificate with SOS ($25) if using a DBA
4. **Annual Public Information Report** to the Comptroller
5. HIPAA-compliant authorization or right-of-access direction signed before obtaining records
6. **Texas Ch. 181 obligations — most concretely §181.154 per-disclosure electronic authorization plus posted notice**

7. HCSSA licensure if home health services are ever provided by anyone other than her as a sole practitioner
8. **[UNRESOLVED] OCCC registration if fee-based medical bill negotiation is offered**

Best practice, not required

BCPA certification; NAHAC/APHA/GNA membership; professional liability, E&O, cyber, general liability insurance; written client agreement and disclaimers (**strongly advisable given the open-ended UPL statute**); privacy policies; adherence to the 2022 Code of Ethics (mandatory in practice if pursuing BCPA).

9. ATTORNEY CHECKLIST — ranked by risk

1. **Tex. Finance Code Ch. 394 registration for medical bill negotiation.** Settle before publishing fee structures.
2. **Scope of BON jurisdiction and whether a disclaimer changes the civil standard of care** — including whether **CPRC Ch. 74** (health care liability claims, expert report requirement, damage caps) applies. **Ch. 74 was not researched and could move the picture materially either way.**
3. **PLLC vs LLC** — decide jointly with the RN-branding decision.
4. **Texas Ch. 181 covered-entity status and §181.154 compliance mechanics.**
5. **UPL boundary for bill negotiation and appeals** — no Texas case law; the scope clause is doing the work.
6. Conflict rules if ever serving as a client's medical power of attorney agent.
7. **Insurance policy form review — the "professional services" definition, before binding.**
8. HCSSA exemption durability if the practice ever adds a second clinician.

10. VERIFICATION GAPS

All Texas statutory quotations (JS shell blocks automated fetch). H&SC §166.163 text. SB 1795 year (83rd Leg = 2013, but "2015" is commonly cited). Whether TDI Form LHL009 rev. 0824 is current for 2026. Texas SOS credit card convenience fee %. Travis County Clerk assumed name fee. **City of Austin business license and home occupation rules (all pages 404/403).** 89th Legislature bill search for "patient advocate" (requires ASP.NET postback). APHA PracticePartner E&O underwriter/limits/scope. Actual advocate E&O premium quotes (no carrier publishes them).

11. CORRECTIONS TO EARLIER RESEARCH

- **22 TAC §165.2 is REPEALED** (2025-01-09). Cite **22 TAC §163.3**.
- **NAHAC is ACTIVE at nahac.com.** The earlier "defunct" finding was a domain collision — nahac.org returns a Cloudflare 403, and the Nevada housing association is a separate acronym clash. **NAHAC is in fact the source of the best contract and ethics material in this report.**
- Tex. Occ. Code §159.006 is **15 BUSINESS days**, not calendar days.
- The SOS's nine-profession list governs **professional associations**, not PLLCs.
- Franchise tax threshold for 2026 is **$2,650,000**, not $2,470,000 (that was 2024-2025).
- **On LLC vs PLLC: the earlier read that "nursing isn't on the list so a plain LLC is fine" is too simple.** The list is illustrative and "including" enlarges. The better argument is about what the ENTITY does, not what the owner is licensed as.