



## **The Austin Center for Grief & Loss**

### **Informed Parent/Guardian Consent Agreement**

The Austin Center for Grief & Loss is focused on helping Adults, Children, and Adolescents experiencing Grief, Loss, and Bereavement. We offer Individual, Couples, Family Therapy, Support Groups, Education, Consultations, and Training.

Since 2007, The Austin Center for Grief & Loss has been a source for offering healing and help. The clinical staff, and graduate student Interns, and the operations staff strive to create a place of respect, compassion, and trust.

**I, as a client, or parent/ guardian of a client, of The Austin Center for Grief & Loss**, understand that I have the following Rights and Responsibilities:

#### **I have the Right:**

- To be treated with dignity and respect.
- To meet with the person treating me, either in-person or virtually, and to request and receive information as to his/her qualifications, title, and responsibilities to me.
- To have all my records kept in a HIPAA compliant and confidential manner. I may at any time request access to my records by following the policies and procedures of The Austin Center for Grief & Loss, and such policies and procedures will be provided to me at my request.
- To be treated in a respectful manner and atmosphere which is free of discrimination, abuse, neglect, and exploitation.
- To exercise my rights, including making a complaint regarding my treatment or therapist, without fear of retaliation. A complaint may be filed at: <https://bhec.texas.gov/>

#### **I have the Responsibility:**

- To ask questions or clarifications when or if I do not understand what has been told to me as part of my treatment plan or the policies and procedures of the Austin Center for Grief and Loss.

- To report to the Clinical Director or the Executive Director of the Austin Center for Grief and Loss, any uncomfortable or perceived changes, including physical, emotional and/or mental changes, by my therapist or in my treatment.
- To give cancellation notice to my therapist at least 24 hours prior to a scheduled appointment to avoid a no-show or late cancellation fee or otherwise be personally responsible for such no-show or late cancellation fee. Said fee is the full cost of the appointment and is not covered by insurance.

### **Cancellation and No-Show Policy**

Your appointment time is reserved specifically for you. If you need to cancel or reschedule an appointment, you must do so 24 hours in advance of the appointment. Clients who cancel an appointment with less than 24 hours' notice will be personally responsible for the full fee for the appointment. Clients who do not show up or attend a scheduled appointment, whether in-person or virtually, are also responsible for the full fee. This fee must be collected prior to the next scheduled appointment.

After a total of two (2) No-Show and/or Late Cancellations by a client who has failed to pay both cancellation/no-show fees, such client will no longer be able to make or reserve future appointments with the Center. Appropriate referrals, if requested, will be provided.

### **Fees**

All fees and payments for services will be discussed and agreed upon before your first session appointment. The Austin Center for Grief & Loss is a registered 501(c)(3) non-profit organization with its mission is to serve all persons. We offer sliding scale appointments for those who are unable to pay the full price. The fee structure for services can be found on its website. Additionally, if you are in need of further fee assistance, please visit <https://www.austingrief.org/care-assistance> to learn more about our Care Assistance Subsidy. The Good Faith Estimate of Fees can be found on the website. **It is the client's responsibility to update all credit card and insurance information.**

Legal Proceedings: If any court reports, appearances, and/or consultations are requested or required regarding treatment of a client, additional fees for such services will be incurred and payable prior to the performing the task or appearing. The client will also be directly responsible for such additional fees, which must be paid in advance of such services. All such fees will be discussed and agreed upon with the client prior to the actual provision of such services. The client is also responsible for notary fees if records are requested. ACGL will make reasonable attempts to locate the client prior to releasing records requested under a subpoena. However, we are not always able to locate the client. You will be asked to sign a Release of Information by ACGL or by the third-party requestor or your representative.

Note that if there is a divorce / separation / child custody lawsuit, legal proceeding, or other administrative action, the ACGL may be ordered to release records.

### **Divorce / Separation/ Child Custody**

In the case of a finalized divorce or legal separation, or custody contest, a copy of the divorce decree or legal separation documentation, and any document providing for custody, care, guardianship, right to make mental health decisions, therapy decisions, or other mental / physical / emotional / educational decisions pertaining to a minor, must be provided to The Austin Center for Grief & Loss. This document must identify the legal guardian of the child/adolescent and appropriate signature provided prior to the scheduled intake appointment with a therapist. The Judge's signature must appear on the document, and it must be the most up to date document / court order. If this document is not on file with ACGL prior to the first appointment, the appointment will be cancelled, and the client will be charged the No Show fee. It is the parent / guardian's responsibility to supply updated documents regarding the minor.

### **Confidentiality Policies with Austin Center for Grief & Loss**

Therapy is based on trust and the Austin Center for Grief & Loss is committed to this building block of its relationship with you.

- All client files are kept in a HIPAA compliance electronic database.
- All persons who work with client files have been required to sign a Confidentiality Agreement with The Austin Center for Grief & Loss and are obligated to maintain client confidentiality.
- NO information regarding a client is ever provided over the phone to a third party, including family members of a client. The only exception to this rule is if the client is a minor under 18 years of age, and the request is from the parent or guardian of the minor.
- All Telehealth platforms used by The Austin Center for Grief & Loss are HIPAA Compliant. If the client requests another telehealth platform, the client assumes the responsibility for use of any other platform.
- Information regarding a client is released only after the client has signed a Release of Record Information Form, unless the release is authorized by statute, law, court order, or order of a Governmental entity or for reporting child abuse, elder abuse, abuse of a disabled person, or other category of person as covered by a mandatory reporting statute.

Confidentiality has exceptions mandated by Texas State Administration Code, Chapter 681 and the Health and Safety code 611, wherein:

- The client threatens suicide

- The client threatens to harm another person(s) including murder, assault, or other physical harm
- The client threatens or reveals child or elder abuse, or abuse of a destabilized person or other person covered by any statute, law, order, or lawfully issued request.
- The client reports sexual exploitation by a therapist

To review a more detailed explanation of our confidentiality policies, please visit our website at [www.austingrief.org](http://www.austingrief.org) and scroll to the bottom of the home page to click the “Austin Grief Privacy Policy” link. The Austin Grief Privacy Policy on our website is incorporated into this Informed Consent Agreement by reference.

### **Risks Associated with Communication via Telehealth and Electronic Media**

The Austin Center for Grief & Loss recognizes the conveniences of using electronic devices for scheduling, relaying personal health information, and conducting Telehealth sessions. While cell phones and computers make our life easier, they also can present risks. The Austin Center for Grief & Loss uses only HIPAA compliant technology platforms for its electronic uses in its attempt to ensure that your private health information is protected from computer viruses and unauthorized intruders. However, please be aware that no technology is guaranteed to be 100% secure. The Austin Center for Grief and Loss will continue to strive to maintain the privacy of all its clients through the rapidly changing technological world we live in today. Client telephones are not secure devices.

This agreement is designed to inform you about what to expect regarding an evaluation or therapy using Telehealth services with The Austin Center for Grief & Loss.

Telehealth services can include use of telephone, a smartphone, videoconferencing via the internet, via a tablet or PC/Apple desk system. All therapists have completed specialized training in providing Telehealth services to ensure that sessions remain confidential by being careful about the technology they use to communicate with you to protect your private health information. We urge you to use a device that you know is safe, and technologically secure, i.e., has a fire wall, antivirus software, is password protected, and not using a public wireless network.

During a technology assisted session you may encounter a technology failure. Please wait a few moments to see if a reconnection can be made with your therapist. If not, your therapist will try to establish contact on another platform or telephone. Please make sure you have your phone with you and that your therapist has your phone number. If a session with The Austin Center for Grief & Loss is interrupted while using Telehealth services, your therapist will make every effort to reconnect with you. If the session has lasted over 30 minutes you will be charged the full amount and rescheduled.

It is your responsibility to provide your therapist with a working phone number and to let them know if this number changes. Electronic Media is NOT a substitute for emergency services. If you are in an emergency, call 911 or 988, or go to your local hospital.

By signing this **Informed Consent Agreement**, you acknowledge you have read and agree upon the Risks Associated with Communication via Telehealth and Electronic Media.

I authorize The Austin Center for Grief & Loss staff to communicate with me through the following means (initial all that apply):

\_\_\_\_\_ Voicemail

\_\_\_\_\_ Email

\_\_\_\_\_ Text Messaging

**Informed Consent for Client Data Use**

By signing this agreement, I give full consent for The Austin Center for Grief & Loss to use non-identifying data from satisfaction surveys to better demonstrate how the services provided assist with the grief, loss and trauma symptoms and ability to move from loss to life. The Austin Center for Grief & Loss is constantly seeking ways for improvement and effectiveness of its services. It would like to use data from assessments and satisfaction surveys to convey to its donors the impact the services have on the community.

The Austin Center for Grief & Loss guarantees personal information of name(s) address(es), telephone number(s), email address(es) or any other data which could identify a client will not be used.

By signing this Informed Consent Agreement, you understand and agree that information provided from satisfaction surveys may be used to generate data used for accountability and reporting requirements, and for use in grant applications which fund the Care Assistance Subsidy and allows The Austin Center for Grief & Loss to provide mental health services on a sliding scale.

**The Austin Center for Grief & Loss**

**Informed Consent Agreement**

I, \_\_\_\_\_, hereby give full consent for my child/adolescent \_\_\_\_\_ to receive therapeutic services of The Austin Center for Grief & Loss until I give written notification of any changes or until the designated staff therapist/counselor determines services are no longer necessary. I agree to give The Austin Center for Grief & Loss advance notice of termination of the need for services. By signing this agreement, I acknowledge I have read and agree with the Policies of The Austin Center for Grief & Loss, as set forth above. If applicable, I have submitted the latest Order pertaining to child custody and the ability to consent to mental health care.

Signed: \_\_\_\_\_  
Parent/Guardian

Date: \_\_\_\_\_

Signed: \_\_\_\_\_  
Parent/Guardian

Date: \_\_\_\_\_

Prohibition on Redisclosure:

This information has been disclosed to you from records where confidentiality is protected by Federal law. Federal regulations (42CFR Part2) prohibit you from making any further disclosure without the specific written consent of the person to whom it pertains, or as otherwise permitted by such regulations. A general authorization for the release of medical or other information to criminally investigate or prosecute any alcohol or drug abuse patient is contained within (42CFR Part2 applies only to substance abuse records).

The Austin Center for Grief & Loss  
2413 Greenlawn Parkway | Austin, Texas 78757  
512-472-7878