



The Austin Center for Grief & Loss

512-472-7878 www.austingrief.org

Client Informed Consent Agreement, Use of Electronic Devices Agreement, and Use of PHI for statistical purposes and data gathering.

Please read, sign, and return prior to your first session or intake.

The Austin Center for Grief & Loss is focused on helping Adults and Children experiencing symptoms from Grief, Loss, or Trauma in their lives. We offer Child, Teenage, Individual, Couples, and Family Therapy, Support Groups, Therapy Groups, Education, Consultations, and Training, and support in the community for natural and man-made disasters.

Each Licensed Professional Counselor, and LPC- Associate, Licensed Masters or Clinical Social Worker, Licensed Marriage and Family Therapist, and LMFT – Associate, and Supervised Graduate Student Intern, along with each staff member strives to create a place of respect, compassion, and trust for clients.

I 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 about 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 an atmosphere that is free of discrimination, abuse, neglect, and exploitation.
- To exercise my rights, including filing a complaint regarding my treatment or therapist, without fear of retaliation. Complaints may be filed with BHEC <https://bhec.texas.gov/discipline-and-complaints/>

I have the Responsibility:

- To ask questions or for clarifications when I do not understand what has been told to me as part of my treatment plan, or information about the policies and procedures of the Austin Center for Grief & Loss.
- To inform my therapist if I am experiencing any thoughts of suicide, harm to self or to others and to disclose if our sessions have brought up or touched on subjects that are causing a worsening of my symptoms. I agree that therapy often challenges clients to grow and to think about things that might cause discomfort in the process of change.
- To report to the Clinical Director or the Executive Director of the Austin Center for Grief & Loss, any uncomfortable or perceived changes, including physical, emotional and/or mental changes, by my therapist 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.
- To be on time and prepared for the appointment and to not be under the influence of alcohol or drugs during the appointment. If I am more than 10 minutes late or am under the influence of a substance, I will be charged the entire fee for my appointment.
- **To pay my bill in full at each session or to pay the full copay for my insurance and to keep the therapist and The Austin Center for Grief & Loss informed about changes to my credit card and my insurance. If I am more than two sessions behind in paying my bill, I agree that services will be terminated until I am able to pay my bill in full. I agree that if The Austin Center for Grief & Loss incurred fees due to my failure to provide a valid credit card, up to date insurance, or a valid check, that I will be responsible for those fees.**

Cancellation and No-Show Policy – FULL FEE DUE

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 entire fee. Clients who do not show up, or do not attend a scheduled appointment, or are more than 10 minutes late, whether in person or virtual, 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 or failure to appear within 10 minutes of the scheduled appointment, a client who has failed to pay the fees 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, or intake if client is a potential support group member. The Austin Center for Grief & Loss is a registered 501(c)(3) non-profit organization with a mission is to serve people who are experiencing the symptoms of loss or grief. The fee structure for services can be found on the website. If you are in need of fee assistance please visit <https://www.austingrief.org/care-assistance> to learn more about the Sliding Scale or the Care Assistance Subsidy.

All fees for services are due at the time of service.

Legal Proceedings: If any subpoena requests, court reports, appearances, and/or consultations are requested or required regarding treatment of a client, additional fees for such services will be incurred, including the cost of production of the records and notary fees, mileage, and time. The client will also be directly responsible for such additional fees, which must be paid in advance of such services. The Austin Center for Grief & Loss will try to discuss the fees with the client prior to the actual provision of such services but the burden is on the client to contact the ACGL when a subpoena is issued.

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 locked files or in a HIPAA compliant online behavioral record keeping service.
- All people who work with such client files have signed 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 such minor.
- All electronic health records are maintained in a HIPAA compliant database system.
- All Telehealth platforms used by The Austin Center for Grief & Loss are HIPAA Compliant.
- Information regarding a client is released only after the client has signed a Release of Record Information Form. (ROI).

Confidentiality has exceptions mandated by Texas State Administration Code, Chapter 681 and the Health and Safety code 611, and other Regulations, Rules, and Directives:

- The client threatens suicide, or in the sole judgement of the therapist, he/she is concerned that the client is contemplating suicide.

- The client threatens to harm another person(s) including murder, assault, or other physical harm, or criminal act, or in the sole judgement of the therapist, he/she is concerned that the client is contemplating said act.
- The client threatens or reveals child or elder abuse.
- The client reports sexual exploitation by a therapist.
- The client reports that he/she is HIV positive and is having unprotected sexual relations with another person who has not been informed of the client's health status.
- The Homeland Security Act requires that, upon demand by the authorities, certain information must be released.
- The Governor of the State of Texas has issued a directive that certain information be revealed to authorities.

To review a more detailed explanation of our confidentiality policies, please visit our website at 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 but does not claim to cover all laws, rules or regulations.

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 are convenient, they also can present risks. The Austin Center for Grief & Loss uses only HIPAA compliant technology platforms for its electronic use 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 & Loss will continue to strive to maintain the privacy of all its clients through the rapidly changing technological. We strongly advise clients to completely turn off their cell phones while in session.

The goal of this agreement is to inform you about what to expect regarding an evaluation, intake, 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 the therapists have experience providing Telehealth services to ensure that sessions remain confidential. ACGL is careful about the technology used to communicate with you to strive 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. If you

choose to contact your therapist via text, phone call or through your personal email, be aware that the Austin Center for Grief & Loss cannot protect your PHI on those devices.

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. You will need to have your phone with you and your therapist will need your correct 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 go to your local hospital. Your therapist is NOT available 7 days a week or on call 24 hours a day.

By signing this **Informed Consent Agreement**, you acknowledge you have read and agree to 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 number _____

_____ 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 nonidentifying 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. Personal information of name(s), address(es), telephone number(s), email addresses(s) 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 that 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 myself / my child to receive therapeutic services from 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 said services. By signing this agreement, I acknowledge I have read and agree to the Policies of The Austin Center for Grief & Loss, as set forth above.

Signed: _____

Date: _____

A Good Faith Estimate of Fees can be found on the website and is incorporated herein by reference.
www.austingrief.org

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
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