



## Consent: Chosen Application Submission

### CHOSEN SERVICE OVERVIEW

Services Available:

- Caregiver Coaching
- Caregiver Education
- Counseling
- Targeted Case Management
- Peer Support
- Therapeutic Referral

Hours:

Normal office hours are Monday – Friday; 8:30 – 5:30 pm.

Accommodations outside of these hours may be made if needed.

Fees are calculated based on a sliding scale of income and family size. Service fees will be discussed following application submission and two complimentary sessions.

### INFORMED CONSENT

**MISSION:** Chosen’s Mission is to help children heal from trauma by strengthening their families.

**VISION:** Our vision is to see every child thriving in a family.

**RATIONALE FOR SERVICES:** We believe that offering our trauma-informed model of care to families impacted by the child welfare system will serve our mission of helping children heal from trauma by strengthening their families. With our attachment as the foundation, we approach the family as a system so that everyone in the home can heal and thrive.

**EDUCATION:** All Chosen Care Managers possess a bachelor’s degree in social work/related field or have a minimum of a decade of lived experience. All Care Managers have been trained in trauma-informed interventions and techniques. Chosen does provide counseling and social work internships to assist students actively pursuing degrees and licensing with necessary opportunities to gain valuable experience in this area of practice. We will always consult with client/parent first and receive permission before allowing/inviting interns into sessions. Allowing an intern in a session is optional.

**LICENSES:** All Chosen Care Managers who provide counseling possess an unrestricted license (LMSW, LBSW, LPC, etc.) to practice in the state where they are located. Care Managers who do not possess a license only provide parent coaching and personalized case management.

### **THE PROCESS OF THERAPY/EVALUATION AND SCOPE OF PRACTICE:**

- Participation in Chosen’s Model of Care can result in several benefits to the client, including improving interpersonal relationships and resolution of the specific concerns that led them to seek services. Working toward these benefits, however, requires effort on the Parent/Legal Guardian’s part, including active involvement, honesty, and openness in order to change thoughts, feelings, and/or behavior to bring healing. During the course of service delivery, the Care Manager is likely to draw on various approaches according, in part, to the problem that is being treated and their assessment of what will best benefit the client. These approaches include but are not limited to using various assessment instruments, and best practiced/trauma-informed interventions such as Trust-Based Relational Intervention™,



Trauma Competent Caregiver Curriculum, Motivational Interviewing, Making Sense of Your Worth, and various curricula created by Chosen staff.

- There is an inherent risk that during the service delivery, the client may experience painful feelings, caused by making sense of difficult memories and experiences, and in the process of resolving problems with relating to others. Additionally, there is no guarantee that Chosen's model of care will meet any expected or desired outcomes for the client or parent/legal guardian.
- Typical scheduled sessions will normally be 60 minutes, although sometimes longer sessions are appropriate. Care Manager and Parent/Legal Guardian will decide together how often the sessions should occur. Sessions are scheduled either at the end of each session, by scheduling online, by calling Chosen's main office number at (830) 455-0101, or by calling the client's assigned Care Manager's phone number. Parent/Legal Guardian is permitted to contact their assigned Care Manager outside of the scheduled sessions when necessary and within appropriate boundaries.

**CLIENT RELATIONSHIPS:** The relationship between Care Manager and client is the vehicle through which change can take place. As a result, the relationship is often one in which close emotional bonds develop. It is also a professional relationship, in which appropriate boundaries must be maintained. Because the care manager-client relationship is so important, Chosen Care Managers cannot be involved in a social relationship or friendship that exists outside of the client home/virtual platform. Limiting the relationship to the office/client home/virtual platform keeps the service environment safe, secure, and free of outside complications that could interfere with the therapeutic work.

**TRAUMA-INFORMED ACTION PLAN®:** Within a reasonable period of time (usually 2-3 sessions) after the initiation of service delivery, the Care Manager will discuss with client(s) working understanding of the problems, strengths, goals, and their view of the desired outcomes of treatment using a written Trauma-informed Action Plan® (TAP®), signed and agreed upon by all Care Managers and client(s). If there are any unanswered questions about any of the procedures used in the course of service delivery or about the treatment plan, they may be asked and will be answered. The client also has the right to ask about other interventions/approaches for client's concerns.

**CONFIDENTIALITY:** Our core values at Chosen compel that all information disclosed within sessions and the written records pertaining to those sessions are confidential and may not be revealed to anyone without clients' written permission except where disclosure is required by law. In all but a few rare situations, the confidential information of the client is protected by state law. Texas state law requires Chosen to inform the parent/legal guardian that in certain cases, confidentiality is not protected, and the information may be disclosed to the appropriate authorities/agencies. These cases include:

- If we have reason to believe that the client may harm self or others;
- In the event that the Care Manager reasonably believes that the client is in physical danger, either to themselves or another person, consent is given for the Care Manager to warn the person in danger and to contact any person in a position to prevent harm to themselves or another person, including law enforcement and medical personnel;
- If we have reason to believe that client is involved in or has knowledge of abuse or neglect of a child, or abuse, neglect, or exploitation of a person who is elderly or has a disability;
- If we are ordered to disclose by a state or federal court; or



- Additionally, we may disclose information if there is a signed Release of Information form granting permission to designated third parties to receive information that we are requested to share. If any of the situations listed above arise, Chosen will make every effort to discuss it with you in advance and to limit our disclosure to what is necessary.

**RECORDS:** All of our communications become a part of your clinical record. Adult client records are disposed of 7 years after the file is closed. Minor client records are disposed of 7 years after the client's 18th birthday.

**CONSULTATION:** In order to provide the best care possible, Chosen Care Managers consult regularly with other professionals regarding approaches and techniques; however, each client's identity will remain completely anonymous, and confidentiality will be fully maintained.

**E-MAILS, CELL PHONES AND COMPUTERS:** Client/Parent/Legal Guardian consents for Chosen to communicate by mail, text, email, and phone at the addresses and phone numbers provided by the family at time of intake, and the Client/Parent/Legal Guardian will immediately advise Chosen if there is a change. This communication will ONLY pertain to the scheduling/rescheduling or cancelling of appointments outside of sessions. During office hours, Chosen can be reached at (830) 455-0101. You may contact your Care Manager outside of a scheduled session and Care Managers will make every effort to return the call/text/email as soon as possible. Please ensure that you secure your computer and emails against unauthorized viewing by third parties. This may include adopting the use of password protection for all personal email accounts and documents etc. It is recommended that you do not engage in online counseling using a public computer, where the content of exchanges could be viewed by others in the close proximity. For security reasons we would not advise that you send any content in an "open email." We would also recommend that you send it as a Word document attachment to your email using a password for further protection.

**SOCIAL NETWORKING:** Our Care Managers do not accept friend requests from current clients, nor do they request connections to current clients on social networking sites, such as Facebook, Instagram, etc. We believe that adding clients on these sites and/or communicating via such sites can compromise their privacy and confidentiality. For this same reason, we request that current clients not communicate with Care Managers via any interactive or social networking sites. Should a current client communicate with Care Managers over a social networking site, Care Managers will not respond.

**AUDIO OR VIDEO RECORDING:** By signing this consent, you agree that there will not be recording of audio or visual content of sessions without the permission from all involved parties, and that any sessions' content will not be posted or forwarded for others to see or hear without the expressed permission of all involved parties.

**EMERGENCIES:**

In case of an emergency (an urgent issue requiring immediate action), immediately contact 911, the client's physician, the local emergency room, or your local Mental Health Crisis Hotline. It is the Client/Parent/Legal Guardian's responsibility to seek appropriate resources in emergency situations where the client presents a serious and imminent risk to themselves or others.

Chosen is not a crisis center; neither its Care Managers nor Chosen will be held responsible for any damages occurring as a result of unmet crisis or acute care. In case of emergency, Chosen is authorized (but not required) to discuss the emergency with the emergency contact listed in electronic client file information form.

**LEGAL PROCEEDINGS:**

Chosen Care Managers are legally required to respond to court subpoenas, either for written records, or to testify on particular cases. We will only share the information specifically



requested of us, and nothing more. We are more than willing to provide written summaries of assessment, treatment plans, and closing summaries as applicable for a fee. If Chosen Care Managers are subpoenaed to be physically present in court as fact witnesses or as expert witness, Chosen Care Managers will require compensation for their time, as is usual and customary when professionals are requested to testify in court. We request at least 7 business days' notice so that calendars can be cleared and adequate preparations can be made. As we would be required to cancel other client sessions for a substantial block of time, our policy is to receive payment for that time in advance for all preparation time and all time required out of the office, including travel time. Should our presence be desired in court, the fee structure is as follows:

- All preparatory time (e.g., reviewing the file, court preparation with attorney, communication relation to preparation) is charged at \$75 per hour.
- All time required offsite (including drive time), whether spent testifying or not, is charged at \$75 per hour.

**FINANCIAL RESPONSIBILITIES:** Client (or Parent/Legal Guardian) may be subject to paying for missed or cancelled sessions unless they call at least 24 hours in advance to cancel or reschedule the session. (Exceptions may be made in emergency situations.) Chosen's fees are set on a sliding scale and prompt payment is appreciated. You are responsible to pay all fees in accordance with the Fee Schedule you are provided. We do not accept cash at this time. Chosen will not file insurance claims for clients at this time.

**CANCELLATION/LATE AND NO-SHOW POLICY:** Sessions with Care Managers are an integral part of the work we do at Chosen and in pursuit of our goal to bring hope to families and healing to children. Having a cancellation/no/late show policy in place is important in serving our families with excellence. Regular attendance at appointments is shown to help with progress, skills practice, and improved outcomes. This requires commitment from everyone involved in the process. Chosen will work closely with clients to remind them of upcoming appointments, using calendar invites and text confirmations. However, it is ultimately the responsibility of the Client/Parent/Legal Guardian to be aware of their upcoming appointment dates and times.

1. **Cancellation Policy:** Chosen's Care Managers desire to be available for all the clients we serve. However, we are limited in the amount of therapy appointments we can offer at this time. When a client cancels a scheduled appointment without adequate notice, another client loses an opportunity to be seen.
  - a. **Cancellation:** Chosen requires at least a **24-hour cancellation notice** for therapy appointments, **by phone call** (text messages/e-mails can have delays, depending on the locations and connectivity of each person). If there is no answer, or it is after business hours, client must leave a message.
  - b. **Late cancellation:** A cancellation is considered late when the appointment is cancelled without 24-hour advance notice, or a client is more than 15 minutes late. If a Client/Parent/Legal Guardian late-cancels on 3 or more occasions, we reserve the right to discharge from services.
  - c. **Emergencies:** Chosen is aware that "life happens," and desires to be sensitive to the unforeseen circumstances that may arise for the families we serve. Emergency late cancellations are accepted only for personal illness, hospitalization, illness of a family member (Client/Parent/Legal Guardian), or death in the family.
2. **Late Show Policy:** Chosen understands that delays can happen, however, it is important to keep everyone on time. If a client is late, the session will still end at the scheduled time.
  - a. The Care Manager will wait 15 minutes before ending the session.



- b. If a client is more than 15 minutes late on 3 or more occasions, we reserve the right to discharge services.
- 3. **No-Show Policy:** A “no-show” is a client who misses an appointment without cancelling or notifying us within the proper 24-hour time frame.
  - a. After 3 no show/missed appointments, a client may be discharged from services.

**TERMINATION OF SERVICES:** Each client is in a different place of healing, but it is our goal that each client will finish services in a timely manner, without unnecessary expenditure of time or money. Progress is more likely when the client practices the skills learned between sessions. Normally, services will be terminated by mutual agreement. The Client/Parent/Legal Guardian has the right to terminate services at any time. If there is not an appointment scheduled within 90 days of the last session, Chosen and its Care Managers have the right at any time thereafter to deem services terminated. If the previously indicated Cancellation/Late and No-Show policy is not followed, it provides grounds for termination as well. As services proceed, we will assess the continued benefit of your sessions with us. Our Care Managers do not continue to treat clients who are not benefitting from sessions with us or those who believe we are not equipped to help. We will discuss this with the involved parties and, if appropriate, terminate sessions. In the case of termination, we will provide referrals to other providers who may be of help to the client. If it is requested and authorized in writing, we will consult with the provider selected to assist in transition.

**CARE MANAGER'S INCAPACITY OR DEATH:** If the assigned Chosen Care Manager becomes incapacitated, dies or ceases to practice parent coaching, it will become necessary for another Care Manager to take possession of client files and records. By signing this Informed Consent for Services form, you consent to allow Chosen to select another Care Manager to provide services if necessary. Chosen will consult with you to ensure as smooth a transition as possible.

**COMPLAINTS:** If you have a complaint or concern, please speak first to the Chosen Care Manager or their supervisor.

**AMENDMENTS:** Chosen may amend this Informed Consent for Services form with prior notice to you.

**CONSENT TO SERVICES:** You have voluntarily agreed to receive mental health assessment, care, case management, parent coaching or counseling, and you consent to and authorize Chosen Care Managers to provide such assessment, care, case management, parent coaching or counseling in the manner they consider necessary and advisable. You agree to participate in the planning of the model of care; and you may stop services at any time.

**FINANCIAL DRAFT AUTHORIZATION:** By signing this Informed Consent for Services, you authorize Chosen to charge you all fees in accordance with the Fee Sheet we provided to you after your second session. Additionally, by signing this Informed Consent, you agree to pay the fee incurred within 30 days of receipt of invoice.

### **BEHAVIOR SUPPORT MANAGEMENT POLICY**

Chosen does not use restrictive behavior management interventions and are not authorized to use it. We promote respect, healing, and positive behavior of the client and prevent the need for crisis interventions. Further, Chosen monitors potential harassment or violence towards others, including other service recipients or personnel, and utilizes the below levels to mediate any circumstances.

Chosen staff is trained in the Trauma Competent Caregiver Curriculum by Back2Back Ministries as well as Trust-Based Relational Intervention (TBRI®) developed by Dr. Karyn Purvis and Dr. David Cross at the Karyn Purvis Institute of Child Development, both of which utilize TBRI®





Levels of Response™. The level system is used to de-escalate situations.

Level 1: Playful Engagement

Level 2: Structured Engagement

Level 3: Calming Engagement

Level 4: Protective Engagement

Chosen advises clients to seek formal training during Level 4 Response. This would come from the agency through which the child was placed in their home. The organization does not escort individuals or use or advise locked seclusion. The organization is not qualified to authorize a restrictive intervention. Personnel will not be involved in any restrictive behavior management interventions while in the home. If staff is a witness to the incident, they will debrief with client to identify possible injuries and emotional reactions. The organization is not responsible for incidents and advise clients to report to their agency immediately. If a client discloses information about using a restrictive behavior management intervention, Chosen will document it in the client's file, including justification, use, circumstances, and length of application. All attempts made prior to use of the restrictive behavior management intervention will also be identified and documented. Staff will review the incident and talk through de-escalation strategies for future scenarios. The organization supports the safest environment possible and wants to further reduce the use of restrictive interventions.

## **CLIENT RIGHTS**

### **SERVICE DELIVERY**

Services are generally delivered through various forms of technology, included but not limited to Zoom meetings, phone calls, emails, and more. When technology-based services are unavailable to clients, location of meetings will be determined with your assigned Care Manager. Chosen's staff respects the privacy of clients in every manner of service delivery. Employees demonstrate competency in the security and general resources of any technological service used before leading client services. Employees monitor confidentiality issues and other areas of concern, ensuring that clients are consistently protected.

### **RESPONSIBILITIES**

Clients are responsible for various expectations during services with Chosen. Clients understand that services are provided during the hours of 8:00a-5:00p CST, and any requests for services provided at other times may be declined. Clients are also expected to provide proper notice, per the agreements signed at intake, for any changes in information, client status, or need for services.

### **LEGAL DUTIES**

State and Federal laws require that we keep your health records private. Such laws require that we provide you with this notice informing you of our privacy of information policies, your rights, and our duties. We are required to abide these policies until replaced or revised. We have the right to revise our privacy policies for all medical records, including records kept before policy changes were made. Any changes in this notice will be made available upon request before changes take place. The contents of material disclosed to us in an evaluation, intake, or counseling session are covered by the law as private information. We abide by ethical and legal requirements of confidentiality and privacy of records.

### **USE OF INFORMATION**

Information about you may be used by the personnel associated with this organization for diagnosis, treatment planning, treatment, and continuity of care. Both verbal information and written records about a client cannot be shared with another party without the written consent of the client or the client's legal guardian or personal representative. We may ask for permission to



disclose information to health care providers who provide you with treatment, such as doctors, nurses, mental health professionals, and mental health students and mental health professionals or business associates affiliated with this clinic such as billing, quality enhancement, training, audits, and accreditation. It is the client's responsibility to provide necessary information for services to be provided as accurately and effectively as possible. It is the policy of this organization not to release any information about a client without a signed release of information except in certain emergency situations or exceptions in which client information can be disclosed to others without written consent. Some of these situations are noted below, and there may be other provisions provided by legal requirements.

#### **DUTY TO WARN AND PROTECT**

When a client discloses intentions or a plan to harm another person or persons, the health care professional is required to warn the intended victim and report this information to legal authorities. In cases in which the client discloses or implies a plan for suicide, the health care professional is required to notify legal authorities and make reasonable attempts to notify the family of the client.

#### **PUBLIC SAFETY**

Health records may be released for the public interest and safety for public health activities, judicial and administrative proceedings, law enforcement purposes, serious threats to public safety, essential government functions, military, and when complying with worker's compensation laws.

#### **ABUSE**

If a client states or suggests that he or she is abusing a child or vulnerable adult, or has recently abused a child or vulnerable adult, or a child (or vulnerable adult) is in danger of abuse, the health care professional is required to report this information to the appropriate social service and/or legal authorities. If a client is the victim of abuse, neglect, violence, or a crime victim, and their safety appears to be at risk, we may share this information with law enforcement officials.

#### **GRIEVANCES**

You have the right to express and resolve grievances regarding denial of services or service conduct. There will be no retaliation or interference with any grievance reported. Grievances should be submitted to the Chief Programs Officer at [staci@chosen.care](mailto:staci@chosen.care). This should address the specific concerns, the employee involved, and requested action taken. This can be in the form of a written complaint or through email and should be signed and dated.

The Chief Program Officer will re-assign you to a different Care Manager immediately after the grievance is filed. All future meetings will occur between the newly assigned Care Manager. The Chief Program Officer will send a notification within 24 hours that the grievance was received and will communicate that the complaint is taken seriously and is being reviewed.

The Chief Program Officer will review the grievance allegations, notify the employee involved and, if necessary, include the CEO and Board. The review process will include factual research on the complaints made and interviews with any involved staff members. Next steps should be decided within one week of the grievance submittal. The steps will be initiated immediately and completed within one month. If one month is not reasonable, this will be communicated with all parties involved. A final follow up will be conducted to ensure that the filer has agreed to the terms decided and remains in good standing with Chosen.

#### **IN THE EVENT OF A CLIENT'S DEATH**

In the event of a client's death, the spouse or parents of a deceased client has a right to access his/her child's or spouse's records, upon request.

#### **PROFESSIONAL MISCONDUCT**



Professional misconduct by a health care professional must be reported by other health care professionals. In cases in which a disciplinary meeting is being held regarding the health care professional's actions, related records may be released in order to substantiate disciplinary concerns.

#### **JUDICIAL OR ADMINISTRATIVE PROCEEDINGS**

Health care professionals are required to release records of clients when a court order has been placed.

#### **OTHER PROVISIONS**

When payment for services are the responsibility of the client, or a person who has agreed to providing payment, and payment has not been made in a timely manner, collection agencies may be utilized in collecting unpaid debts. The specific content of the services (e.g., diagnosis, treatment plan, progress notes, testing) is not disclosed. Insurance companies, managed care, and other third-party payers are given information that they request regarding services to the client. Information which may be requested to include type of services, dates/times of services, diagnosis, treatment plan, description of impairment, progress of therapy, and summaries. Redacted information about clients may be disclosed in consultations with other professionals in order to provide the best possible treatment. Progress notes and reports are dictated/typed within the clinic or by outside sources specializing in (and held accountable for) such procedures. In the event in which the clinic or mental health professional must telephone the client for purposes such as appointment cancellations or reminders, or to give/receive other information, efforts are made to preserve confidentiality. Please notify us in writing where we may reach you by phone and how you would like us to identify ourselves. If this information is not provided to us (below), we will adhere to the following procedure when making phone calls: first we will ask to speak to the client without identifying the name of the agency. If the person answering the phone asks for more identifying information, we will say that it is a personal call. We will not identify the agency. If we reach an answering machine or voice mail, we will follow the same guidelines.

#### **CASE RECORD RIGHTS**

You have the right to request to review or receive your health files. The procedures for obtaining a copy of your information is as follows. You may request a copy of your records in writing with an original (not photocopied) signature. You have the right to cancel a release of information by providing us a written notice. If you desire to have your information sent to a location different than our address on file, you must provide this information in writing. You have the right to restrict which information might be disclosed to others. You have the right to request that information about you be communicated by other means or to another location. This request must be made to us in writing. You have the right to disagree with the records in our files. You may request that this information be changed. Although we might deny changing the record, you have the right to make a statement of disagreement, which will be placed in your file. You have the right to know what information in your record has been provided to whom. Request this in writing. If you desire a written copy of this notice you may obtain it by requesting, it from the Chief Program Officer of Chosen.





### **SELF-DETERMINATION RIGHTS**

All clients have the right to provide feedback and input into service delivery and service content. All services received will be non-coercive to allow clients the ability to self-determine their needs with the guidance of their Care Manager. Any decisions made regarding treatment will include the input and acceptance of clients. Clients have the choice to consent to services and be informed of benefits, risks, and alternatives to planned services. Clients have the right to refuse any service.

### **FAIR AND EQUIPABLE TREATMENT**

All clients have the right to fair and equitable treatment in a non-discriminatory manner. Chosen does not discriminate based on gender, age, religion, ethnicity, culture, language, sexual preference or any other factors. Chosen agrees to provide all services consistently and respectfully in accordance with company policy and expectations.

### **COMPLAINTS**

If you have any complaints or questions regarding these procedures, please contact Chosen at (830) 455-0101. We will respond in a timely manner. You may also submit a complaint to the U.S. Dept. of Health and Human Services. If you file a complaint, Chosen will not retaliate in any way. The Health Insurance Portability and Accountability Act (HIPAA) has created new patient protections surrounding the use of protected health information. Commonly referred to as the "medical records privacy law," HIPAA provides patient protections related to the electronic transmission of data ("the transaction rules"), the keeping and use of patient records ("privacy rules"), and storage and access to health care records ("security rules"). HIPAA requires providers and health care agencies throughout the country to provide patients a notification of their privacy rights as it relates to their records. You may have already received similar notices such as this one from your other health care providers. This Patient Notification of Privacy Rights is our attempt to inform you of your rights. **Please read this document, as it is important you know what patient protections HIPAA affords all of us. If you have any questions about any of the matters discussed in this document, please do not hesitate to ask for further clarification. Please understand that you are responsible for your own understanding of these regulations and rights.**

### **ELECTRONIC RECORDS DISCLOSURE**

Chosen keeps and stores records for each client in a record-keeping system produced and maintained by Salesforce.com, Inc. ("Salesforce"). This system is "cloud-based," meaning the records are stored on servers which are connected to the Internet. To help prevent the loss or damage of records, we keep backups of the records using an online backup service produced and maintained by Salesforce. Here are the ways in which the security of these records is maintained:

- Salesforce has certain obligations under federal law to protect records from unauthorized use or disclosure;
- Chosen employs various technical security measures to maintain the protection of these records from unauthorized use or disclosure; and,
- Chosen has specific cyber-security measures for protecting the electronic devices that Chosen uses to access these records, including:
  - On computers, we employ firewalls, antivirus software, and passwords to protect the computer from unauthorized access and thus to protect the records from unauthorized access; or,



- On mobile devices, we use passwords and remote cloud wipe to maintain the security of the device and prevent unauthorized persons from using it to access any records.

Here are things to keep in mind about our record-keeping system:

- While both our record-keeping company and Chosen use reasonable security measures to protect these records from unauthorized access or disclosure, no cyber-security measure can be guaranteed to prevent all instances of unauthorized access or disclosure;
- Some staff at Chosen, such as administrators, may have the ability to access these records for the purpose of maintaining our IT systems. As a HIPAA Business Associate, Chosen has certain obligation under federal and Texas law to train its staff on the proper maintenance of confidential records, and to prevent misuse or unauthorized disclosure of these records. Chosen takes its privacy obligations seriously, however no personnel management or training system is foolproof.
- Our record-keeping company keeps a log of our transactions with the IT system for various purposes, including maintaining the integrity of the records and allowing for security audits. These transactions are kept for seven years from the date of the last service to Chosen.

### **CONSENT TO PARTICIPATE IN RESEARCH**

Privacy laws, including the Health Insurance Portability and Accountability Act ("HIPAA"), protect the use and disclosure of health information about you, also known as Protected Health Information ("PHI"). Under these laws, Chosen cannot release PHI about you for research purposes unless you give your consent. If you wish to participate in this research, you must give Chosen permission to collect "PHI" about you and use and share that information with others by signing this Authorization. You have a right to see and make copies of the PHI collected about you for the study. However, by signing this Authorization, you understand and agree that you may not be able to see or copy some or all of this information until Chosen has completed all work related to this study.

By signing this consent, I agree to allow outcomes from Chosen's work with me and the members of my household (including the minor children of whom this PHI is being used) to be included in a confidentiality manor for research purposes. My confidentiality rights will not be waived, and all identifying factors will remain confidential throughout the project. By signing this consent, I understand that I am only consenting to the Outcomes Research Project. Should Chosen participate in any other research, a separate Research Consent will be provided. Chosen may use and disclose PHI about you, including the PHI they collect for the study. This information may include, but is not necessarily limited to:

- Your initials, age, gender, and race;
- The dates that you receive care as part of the study;
- Current or past medications or therapies that you receive or have received;
- Results of all assessments, tests, and procedures conducted as part of the study.

I understand that I am not required to sign this Authorization and that Chosen's services will continue, regardless of my decision to participate.

This authorization is effective for a period of 24 months from the signature date and will expire after that time. I understand that I have the right to revoke this Authorization, in writing, at any time by sending such written notification to Chosen, located at 144 Clemens Avenue, New Braunfels, Texas 78130. If you revoke this Authorization, the information collected before you



withdrew your permission may still be used or disclosed as needed for the study.

### **RELEASE FOR TELEHEALTH SERVICES**

By signing this release, I am granting permission to receive Chosen's services with Telehealth, which includes using a secure online video platform or phone calls instead of meeting in person when circumstances are appropriate for doing so. Please know that sometimes there are technology issues that can prove challenging, and there is a slight risk that someone who isn't supposed to listen to our call or meeting could listen in. My signature acknowledges this risk.

Telehealth involves the use of electronic communications to enable mental health professionals to connect with individuals using interactive video and audio communications. Telehealth includes the practice of mental health care delivery, diagnosis, consultation, treatment, referral to resources, education, and the transfer of medical and clinical data.

#### **I understand that I have the rights with respect to telehealth:**

1. The laws that protect the confidentiality of my personal information also apply to telehealth. As such, I understand that the information disclosed by me during my sessions is generally confidential. However, there are both mandatory and permissive exceptions to confidentiality, including, but not limited to, reporting child, elder, and dependent adult abuse; expressed threats of violence toward an ascertainable victim; and where I make my mental or emotional state an issue in a legal proceeding. I also understand that the dissemination of any personally identifiable images or information from the telehealth interaction to other entities shall not occur without my written consent.
2. I understand that I have the right to withhold or withdraw my consent to the use of telehealth during my care at any time, without affecting my right to future care or treatment.
3. I understand that there are risks and consequences from telehealth, including, but not limited to, the possibility, despite reasonable efforts on the part of the counselor, that: the transmission of my personal information could be disrupted or distorted by technical failures, the transmission of my personal information could be interrupted by unauthorized persons, and/or the electronic storage of my personal information could be unintentionally lost or accessed by unauthorized persons. Chosen utilizes secure, encrypted audio/video transmission software to deliver telehealth.
4. I understand that if my counselor believes I would be better served by another form of intervention (e.g., face-to-face services), I will be referred to a different mental health professional, or we will discuss the possibility of face to face sessions.
5. I understand the alternatives to counseling through telehealth as they have been explained to me, and in choosing to participate in telehealth, I am agreeing to participate using video conferencing technology. I also understand that at my request or at the direction of my counselor, I may be directed to "face-to-face" psychotherapy.
6. I understand that I may expect the anticipated benefits such as improved access to care and more efficient evaluation and management from the use of telehealth in my care, but that no results can be guaranteed or assured.
7. I understand that my healthcare information may be shared with other individuals for scheduling and billing purposes. Others may also be present during the consultation other than my counselor in order to operate the video equipment. The above-mentioned people will all maintain confidentiality of the information obtained. I further understand that I will be informed of their presence in the consultation and thus will have the right to request the following: (1) omit



specific details of my medical history that are personally sensitive to me, (2) ask non-clinical personnel to leave the telehealth room, and/or (3) terminate the consultation at any time.

8. I understand that my express consent is required to forward my personally identifiable information for billing purposes only.

9. I understand that I have a right to access my medical information and copies of my medical records in accordance with the laws pertaining to the state in which I reside.

10. By signing this document, I agree that certain situations, including emergencies and crises, are inappropriate for audio-/video-/computer-based psychotherapy services. If I am in crisis or in an emergency, I should immediately call 9-1-1 or seek help from a hospital or crisis-oriented health care facility in my immediate area.

11. I understand that different states have different regulations for the use of telehealth.

12. Provider will bill client for telehealth services in accordance with client's Fee Sheet. Payment within 30 days is requested.