



Choices Behavioral Health Solutions Consent to Treat Form

INFORMED CONSENT FOR TREATMENT:

Welcome to Choices Behavioral Health Solutions (CBHS). This document contains important information about our services and business policies. It also contains summary information about the Health Insurance Portability and Accountability Act (HIPPA), a federal law that provides privacy protections and client rights with regard to the use and disclosure of your Protected Health Information (PHI). Please read this document carefully and jot down any questions you might have so that they can be discussed with your therapist. This consent form represents an agreement between you and Choices Behavioral Health Solutions.

WHAT TO EXPECT:

The first session will involve an evaluation of your current situation and behavioral health needs. During the initial evaluation, the therapist will ask you and your parent/legal guardian for detailed information about current symptoms, strengths, concerning behaviors, supports and/or problems you may be having at home and at school. You may be asked to complete formal measures to help us better understand your needs. You and your parent/legal guardian may also be asked to sign consent for the therapist to contact other providers or educators who know you well. Any relevant medical, treatment, or educational records will be requested.

Based on this assessment, the therapist will share his or her working understanding of the problem areas, strengths, needs, treatment plan goals/objectives, and possible outcomes of treatment. If you or your parent/legal guardian have any unanswered questions about any of the procedures used, their possible risks, the therapist's expertise in employing them, or the treatment plan, please ask them at this time. You and your parent/legal guardian also have the right to ask about other treatment options, including potential risks and benefits. You should evaluate this information along with your own opinion of whether you feel comfortable working with the therapist.

Psychotherapy is not easily described in general statements. Choices Behavioral Health Solutions uses a variety of evidence-based treatment modalities, such as Trauma-Focused Cognitive Behavioral Therapy, to meet the individualized needs of each client. Regardless of the techniques used, psychotherapy and behavioral interventions can have benefits and risks. Since therapy often involves discussing unpleasant aspects of life, you and/or your parent/guardian may experience uncomfortable feelings like sadness, guilt, anger, frustration, and helplessness. You parent/guardian may be asked to try new parenting practices that are different from those they have used before, which can feel uncomfortable at first.

On the other hand, psychotherapy has been shown to have benefits for people who go through it. Therapy often leads to better relationships, decreases in problematic behaviors, and significant reductions in feelings of distress. Therapists at Choices are committed to providing therapy that is deemed to be most appropriate for you and your family based on the needs identified and treatments supported by the professional literature.

**STAFF QUALIFICATIONS:**

All therapists working for Choices Behavioral Health Solutions have master's degrees in Social Work, Mental Health, Marriage and Family Therapy, Psychology or a related human services field. All therapists are supervised by a Licensed Clinical Psychologist with HSPP (Health Services Provider in Psychology) endorsement. Therapists may receive additional supervision from a Licensed Clinical Social Worker (LCSW), depending upon the program in which they work. None of the CBHS staff are physicians. As a result, we cannot prescribe medication or perform medical procedures. If you are taking psychotropic medication(s), we will work closely with your family physician and/or prescribing provider to coordinate care.

MEETINGS:

The therapist will conduct an assessment during your first session. Input from you and your parent/legal guardian will be sought at this time to identify strengths/needs and to establish goals and objectives for treatment. Based on this information, your therapist will develop a Master Treatment Plan that summarizes the needs, goals, objectives, interventions and individuals responsible for your care. The Master Treatment Plan will be reviewed during the second session, and you will have an opportunity to provide additional input, additions and/or recommendations. Once everyone on the team is in agreement with the plan, you, along with your parent/legal guardian and therapist, will sign and date the Master Treatment Plan.

Your therapist will work with you to schedule counseling appointments that best meet your needs and schedule. Once appointments have been scheduled, we ask that you give 24 hours' notice if, for whatever reason, you need to cancel. Any appointment cancelled with less than 24 hours' notice will be considered a no-show appointment. Not being present for a scheduled appointment is also considered a no-show. Three no-show appointments in one year may result in termination from the program.

CONTACTING YOUR THERAPIST:

Your therapist may not be immediately available by telephone during work hours. You can contact Choices Behavioral Health Care Solutions between 9:00 am and 5:00 pm Monday through Friday or leave a message on your therapist's cell phone. Your therapist will return your call as soon as possible, but no later than 24 hours after you leave a message. Please understand that telephone calls are not intended to take the place of counseling sessions.

EMERGENCIES:

In the event of a life-threatening mental health emergency, please call one of the following emergency/crisis numbers before calling your therapist:

Emergency Services:	911	St. Vincent Indianapolis:	317-338-4800
Community North Indianapolis:	317-621-5700	Valle Vista Greenwood:	317-883-5289
Options Indianapolis:	855-821-3644	Wellstone Jeffersonville:	812-284-8000
Cincinnati Children's:	513-636-4124	Franciscan Dyer:	219-865-8141
Michiana Plymouth:	800-795-6252		

BILLING AND PAYMENT:

All CBHS services are billed through Medicaid and/or through contracts with the Indiana Department of Child Service (DCS). However, if you become involved in legal proceedings that require the participation



of anyone at Choices Behavioral Health Solutions (excluding any court involvement required as part of a DCS contract), you will be expected to pay for any/all time devoted to such services, including preparation and transportation costs, even if the CBHS staff member is called to testify by another party. Because of the complexity of legal involvement, the charge for preparation, transportation and attendance at any legal proceedings is \$200.00 per hour. Please note that these fees are not covered by Medicaid – you will be responsible for these fees.

GRIEVANCE PROCEDURE:

Choices has established a process by which you may have your concerns, grievances, and appeals heard and evaluated. Through this Grievance Procedure, you may address concerns regarding the following: a) program services which have been provided or denied; b) issues relating to providers or the Child and Family Team; c) confidentiality of personal or health information; d) client rights; and e) other issues relating to your participation in the Choices program. Instructions for filing a grievance, including contact information for the Grievance Officer, can be obtained by requesting a copy of the Choices' Grievance Procedure from your Therapist.

ASSIGNMENT OF BENEFITS

You agree that CBHS will bill your insurance company on you and/or your dependent's behalf. You authorize your insurance company to pay and send directly to CBHS all benefits for payment of services rendered to you and/or your dependents. You also authorize CBHS to receive payments electronically and/or endorse any checks received on your behalf for payment of services provided. In the event your insurance company denies coverage for the services rendered to you and/or your dependent, you agree to allow CBHS to pursue an appeal and any other appropriate legal action to obtain payment for services rendered, as well as attorneys' fees to the extent allowable under law or agreement. You hereby irrevocably assign to CBHS all benefits under any policy of insurance, indemnity agreement, or any other funding source as defined by statute or circumstance for services provided, and you agree to cooperate fully in the event action is needed on your part to help collect payment on your behalf.

CONSULTATION AND SUPERVISION:

Therapists with Choices Behavioral Health Solutions attend team staffings, receive individual supervision and consult regularly with other professionals regarding their clients. However, each client's identity remains completely anonymous when consulting with outside professionals, and confidentiality is fully maintained.

Some specific circumstances where CBHS Therapists might be required to participate in supervision or consultation include the following:

- State licensure regulations may require a therapist to receive ongoing supervision.
- Accreditation organizations, as well as insurance companies, may require that treatment plans be reviewed.
- Professional standards of care may recommend that supervision and/or consultation be obtained in high-risk situations such as threats and/or acts of harm to self or others.
- Other special circumstances, such as preparation to testify in court.

ACCESS TO YOUR RECORDS:

All records will be maintained pursuant to HIPAA. As a client, you have the right to review or receive a summary of your records at any time, except in limited legal and emergency circumstances or when



your therapist assesses that releasing such information will be harmful in any way. If you wish to review your records, your parent/legal guardian can submit a written request to the Choices Privacy Officer. It is always recommended that you review treatment records with your therapist so the contents can be discussed and any questions you have can be answered. When more than one client is involved in treatment, such as in cases of family therapy, your therapist will release records only with signed authorizations from the adult who has been granted legal custody of the child.

Both the law and the standards of your therapist's profession require that Choices keep treatment records for a minimum of seven years after termination of services with the client or subject of evaluation, or three years after a client or subject of evaluation reaches majority, whichever is greater. Unless otherwise agreed to be necessary, Choices retains clinical records only as long as mandated by Indiana law. If you have concerns regarding your treatment records, please discuss them with your therapist.

CONFIDENTIALITY:

The law protects the privacy of all communication between a client and a therapist. In most situations, CBHS can only release information about your treatment to others if you sign a written Release of Information form that meets certain legal requirements imposed by HIPAA.

However, there are some circumstances where confidentiality cannot be maintained. We are required by law or by the guidelines of professional practice to disclose information without your consent in the following situations:

- If we have cause to believe that a child, dependent, elderly or disabled person has been abused, neglected or exploited, we must report that information, as required by law, to the appropriate authorities.
- If you disclose that you plan to cause serious harm or death to yourself, and we believe that you have the intent and ability to carry out this threat imminently, we must take steps to inform your parent or legal guardian, and we must ensure that you are protected from harming yourself.
- If you disclose that you plan to cause serious harm or death to someone else who can be identified, and we believe you have the intent and ability to carry out this threat imminently, we must inform your parent or guardian, law enforcement and the person you intend to harm.
- If you file a lawsuit against your therapist or Choices Behavioral Health Solutions, we may disclose information regarding your treatment.
- If a government agency requests information for health oversight activities, we may be required to provide it to them.
- If you are involved in a court proceeding, we may be ordered by the court to disclose information.

If any of these circumstances should arise, your therapist will make every effort to fully discuss it with you before taking action, if possible, and will limit disclosure to the minimum information necessary to meet legal and/or professional requirements.

MINORS AND PARENTS:

Clients under 18 years of age who are not emancipated, and their parents should be aware that the law allows parents to examine their minor-aged child's treatment records, unless the therapist believes that such a review would be harmful to the client and his or her treatment. Because privacy is often crucial to successful progress in psychotherapy, especially with adolescents, it is the policy of Choices



Behavioral Health Solutions to request that parents/guardians agree to voluntarily give up consent to access their child's treatment records. If parents/guardians agree to this request, we will not share specific information from therapy sessions with them. This includes activities and behaviors that a parent/guardian would not approve of — or would be upset by — but that do not put the minor-aged client at risk of serious and immediate harm. However, if risk-taking behaviors escalate and become more serious, then we will use professional judgment to decide whether the client is in serious and immediate danger of being harmed. If we feel that the client is in such danger, we will communicate this information to the parent or guardian.

Even if your therapist must keep information confidential — to not tell your parent or guardian — he or she may believe that it is important for them to know what is going on in your life. In these situations, your therapist will encourage you to tell your parent/guardian and will help you find the best way to tell them. Also, when meeting with your parents, your therapist may sometimes describe problems in general terms, without using specifics, in order to help them know how to be more helpful to you. Before giving parents or guardians any information, your therapist will make every effort to discuss the matter with you and to address any objections you may have.

SOCIAL NETWORKING AND INTERNET SEARCHES:

Therapists and staff with Choices Behavioral Health Services do not accept friend requests from current or former clients on social networking sites, such as Facebook. We believe that adding clients as friends on these sites and/or communicating via such sites is likely to compromise their privacy and confidentiality. For the same reason, Choices Behavioral Health Services requests that clients not communicate with therapists via any interactive or social networking web sites.

TERMINATION OF SERVICES:

Throughout the course of treatment, your therapist may determine that you are not benefitting from services. Likewise, you may decide for any reason, or at any time, to terminate services with Choices Behavioral Health Solutions. In either case, if appropriate, your therapist will provide you with names of other qualified professionals whose services might better meet your needs. If you and your parent/legal guardian request and authorize it in writing, the therapist will talk to the new provider to assist with transition planning.

E-MAILS, CELL PHONES, COMPUTERS, AND FAXES:

It is very important to be aware that computers, cell phones and unencrypted e-mail, texts, and e-fax communications can be relatively easily accessed by unauthorized people and hence can compromise the privacy and confidentiality of such communication. In addition, it is always a possibility that e-faxes, texts, and e-mail can be sent erroneously to the wrong address, phone number or computer. Please indicate below if you are willing to allow communication via answering machine, voice mail and/or text message to arrange, modify and/or confirm appoints with CBHS. Please do not use texts, e-mail, voice mail, or faxes for emergencies.



AGREEMENT AND CONSENT FOR TREATMENT:

Signing below indicates that you have reviewed the policies described above and understand the limits to confidentiality. If you have any questions as we progress with therapy, you can ask your therapist at any time.

Client Signature: _____ Date _____

Parent/Guardian Signature: _____ Date _____

Parent/guardians initial boxes and sign below indicating that you have received copies of the designated Choices policy:

_____ I have received a copy of Choices Behavior Management Policy and reviewed with my therapist.

_____ I have received a copy of the Choices Client Rights and Responsibilities Policy and reviewed with my therapist.

_____ I have received a copy of Choices Client Grievances Procedure and reviewed with my therapist.

Parent/guardians initial boxes and sign below indicating that you will respect your child's privacy:

_____ I will refrain from requesting detailed information about individual therapy sessions with my child. I understand that I will be provided with periodic updates about general progress, and/or may be asked to participate in therapy sessions as needed.

_____ Although I know I have the legal right to request written records/session notes since my child is a minor, I agree NOT to request these records in order to respect the confidentiality of my child's treatment.

_____ I understand that I will be informed about situations that could endanger my child. I know a decision to breach confidentiality in these circumstances is up to the therapist's professional judgment and may be made in confidential consultation with her consultant/supervisor.

Parent/Guardian Signature _____ Date _____

Therapist Signature _____ Date _____

Primary: Home/Cell Phone

Permission to leave message at this number (with person answering the phone, answering machine and/or voice mail) and/or to send text messages: Yes No

Primary: Home/Cell Phone

Permission to leave message at this number (with person answering the phone, answering machine and/or voice mail) and/or to send text messages: Yes No



CHOICES BEHAVIORAL HEALTH SOLUTIONS

Consent to the Use and Disclosure of Health Information for Treatment, Payment or Healthcare Operations

I understand that as part of my treatment, Choices Behavioral Health Solutions originates and maintains health records describing my health/mental health history, symptoms, examination and test results, diagnoses, treatment and any plans for future care or treatment. I understand that this information serves as:

- a basis for planning my care and treatment;
- a means of communication among the professionals who contribute to my care;
- a source of information for applying my diagnosis and placement information to my bill;
- a means by which a third-party payer can verify that services billed were actually provided; and
- a tool for routine healthcare operations such as assessing quality and reviewing the competence of healthcare professionals.

I understand and have been provided with a *Notice of HIPAA Privacy Practices* that provides a more complete description of information uses and disclosures. I understand that I have the right to review the notice prior to signing this consent. I understand that the organization reserves the right to change their notice and practices and prior to implementation will mail a copy of any revised notice to the address I have provided. I understand that I have the right to object to the use of my health information for directory purposes. I understand that I have the right to request restrictions as to how my health information may be used or disclosed to carry out treatment, payment or healthcare operations and that the organization is not required to agree to the restrictions requested. I understand that I may revoke this consent in writing, except to the extent that the organization has already taken action in reliance thereon.

☐ I request the following restriction to the use or disclosure of my health information.

Client Signature

Date

Parent/Legal Guardian Signature

Date

☐ Accepted ☐ Denied

Agency Representative Signature

Title

Date



CHOICES BEHAVIORAL HEALTH SOLUTIONS

NOTICE OF HIPAA PRIVACY PRACTICES

THIS NOTICE DESCRIBES HOW MEDICAL AND TREATMENT INFORMATION ABOUT YOU (WHICH INCLUDES YOUR MINOR-AGED CHILD, IF HE/SHE IS THE IDENTIFIED CLIENT) MAY BE USED AND DISCLOSED AND HOW YOU CAN GET ACCESS TO THIS INFORMATION. PLEASE REVIEW IT CAREFULLY.

Provided in compliance with 45C.F.R. § 164.520

Choices Behavioral Health Solutions and its affiliated entities (collectively "Choices") use health information about you for treatment, to obtain payment for treatment, to evaluate the quality of care you receive, and for other administrative and operational purposes. Your health information is contained in a clinical record that is the physical property and responsibility of Choices. This Notice describes the use and disclosure of protected health information (PHI) by employees, staff, personnel, volunteers and other professionals authorized to enter information into your clinical record.

Your Rights

You have the following rights with respect to protected health information about you:

Right to Copy of Notice of HIPAA Privacy Practices. You have the right to a paper copy of this Notice at any time. To obtain a copy of our current Notice of HIPAA Privacy Practices, please contact the Choices Privacy Officer at the address or phone number listed below.

Right to Inspect and Copy. You have the right to inspect and/or obtain a copy of health information that may be used to make decisions about your care. This includes medical and billing records but does not include psychotherapy notes. Your request must be in writing to the Choices Privacy Officer at the address listed below. If you request a copy of your health information, we will charge you a fee to cover the costs of copying and mailing the information. In certain very limited circumstances, we may deny your request to inspect and copy your health information. If you are denied access to your medical information, we will document our reasons in writing. You have the right to request that another person at Choices review the decision. We will comply with the outcome of the review. For more information about this right see 45C.F.R. § 164.524.

Right to Amend. If you feel that medical information we have about you is incorrect or incomplete, you may ask us to amend the information. You have the right to request an amendment for as long as the information is kept by or for the facility. To request an amendment, your request must be made in writing and submitted to the Choices Privacy Officer at the address listed below. In addition, you must provide a reason that supports your request. We may deny your request for an amendment if it is not in writing or does not include a reason to support the request. In addition, we may deny your request if you ask us to amend information that:

- was not created by us, unless the person or entity that created the information is no longer available to make the amendment;
- is not part of the medical information kept by or for Choices;
- is not part of the information which you would be permitted to inspect and copy; or
- is accurate and complete.

If your request for an amendment is denied, we will explain our reasons in writing. You have the right to submit a statement explaining why you disagree with our decision to deny your amendment request. We will share your statement when we disclose health information about you. For more information about this right, see 45C.F.R. § 164.256.

Right to an Accounting of Disclosures. You have the right to request an accounting or detailed listing of certain disclosures of your health information. The time period covered by the accounting is limited. Your request must be in writing to the Choices Privacy Officer at the address listed below. If you request an accounting more often than once every twelve (12) months, we may charge you a fee to cover the costs of preparing the accounting. For more information on this right, see 45.C.F.R. § 164.528.

Right to Request Restrictions. You have the right to request a restriction or limitation on the health information about you that we use or disclose. Your request must be in writing to the Choices Privacy Officer at the address listed below. Please be aware that we are not required to agree to your request for restrictions. If we agree to your request for a restriction, we will comply with it unless the information is needed for emergency treatment. For more information on this right, see 45.C.F.R. § 164.522.

Right to Request Alternative Method of Contact. You have the right to request that we communicate with you about medical matters in a certain way or at a certain location. Your request must be in writing to the Choices Privacy Officer at the address listed below. We will agree to the request to the extent that it is reasonable for us to do



so. For example, you may request an alternative address for billing purposes. For more information on this right, see 45.C.F.R. § 164.522(b)

Choices' Obligations

We understand that medical information about you and your health is personal. We are committed to protecting your personal health information. We create a record of the care and services you receive at Choices. We need this record to provide you with quality care and to comply with certain legal requirements. This Notice applies to all of the records of your care generated by Choices. By law, we are required to:

- maintain the privacy of protected health information;
- provide you with this Notice of our legal duties and privacy practices with respect to your health information;
- abide by the terms of the Notice of HIPAA Privacy Practices currently in effect;
- notify you if we are unable to agree to a requested restriction on how your health information is used or disclosed;
- accommodate reasonable requests you may make to communicate health information by alternative means or at alternative locations;
- obtain your written authorization to use or disclose your health information for reasons other than those identified in this Notice and permitted by law;
- comply with your state's laws if they provide you with greater rights over your health information or provide for more restriction on the use or disclosure of your health information;
- release medical information for judicial or administrative proceedings pursuant to legal authority;
- report information related to victims of abuse, neglect, or domestic violence;
- assist law enforcement officials in their law enforcement duties;
- learn how to improve our facilities and services; determine how to continually improve the quality and effectiveness of the health care we provide; and
- conduct training programs or review competence of health care professionals.

Uses or Disclosure of Your Protected Health Information

Treatment. We may use and disclose health information about you to provide behavioral health services. To this end, we may communicate with other health care providers, such as a psychiatrist, pediatrician or other ancillary medical provider, regarding your treatment. This information is necessary for your Choices behavioral health provider to determine what treatment you should receive.

Payment. We may use and disclose health information about you to others for purposes of receiving payment for treatment and services that you receive. For example, a bill may be sent to you or a third-party payor, such as Medicaid, an insurance company or a referral source. The information on the bill may include information that identifies you, your diagnosis, and treatment or supplies used in the course of your treatment. In some instances, we may disclose health information about you to an insurance plan before you receive certain health care products or services, to determine whether the insurance plan will pay for the particular product or service.

Health Care Operations. We may use and disclose health information about you for administrative and operational purposes. Members of the Performance and Quality Improvement Team may use health information about you to assess the care and outcomes in your case and others like it. The results will be used internally to continually improve the quality of care for all Choices clients. For example, we may combine outcome data from many clients to evaluate the need for new products, services or treatments. We may disclose information to health care professionals, students and other personnel for review and training purposes. We may also combine health information we have with other sources to see where we can make improvements. We may remove information that identifies you from this set of health information to protect your privacy and to allow others to use the information to study health care without learning the identity of specific residents. We may also use and disclose medical information to evaluate the performance of our staff and your satisfaction with our services.

Business Associates. We provide some services through contracts with business associates, such as consultants, ancillary providers and vendors. When such services are contracted, we may disclose health information about you to our business associates so that they can perform the tasks that we have assigned to them. To protect your health information, we require the business associate to appropriately safeguard health information about you.

Alternative Treatments. We may use health information about you to provide you with information about alternative treatments or other health-related benefits and services that may be of interest to you.

Appointment Reminders. We may use health information about you to provide appointment reminders.

Required by Law. We may use and disclose health information about you as required by federal, state and local laws. For example, we disclose health information if asked to do so by a law enforcement official:

- in response to a court order, subpoena, warrant, summons or similar process;
- to identify or locate a suspect, fugitive, material witness or missing person;
- about the victim of a crime if, under certain limited circumstances, we are unable to obtain the person's agreement;



- about a death we believe may be the result of criminal conduct;
- about criminal conduct in the facility; and
- in emergency circumstances to report a crime; the location of a crime or victims; or the identity, description or location of the person who committed the crime.

Public Health. We may use health information about you for public health activities or for other health oversight activities. These activities generally include the following:

- to prevent or control disease, injury or disability;
- to report births or deaths;
- to report child abuse or neglect;
- to report reactions to medications or problems with products;
- to notify people of recalls of products that they may be using;
- to notify a person who may have been exposed to a disease or may be at risk for contracting or spreading a disease or condition; and
- to notify the appropriate government authority if we believe a resident has been the victim of abuse, neglect or domestic violence. We will only make this disclosure if you agree or if required or authorized by law.

Research. We may use or disclose health information about you for research purposes under certain circumstances. For example, we may disclose health information to a research organization if an institutional review board or privacy board has reviewed and approved the research proposal, after establishing protocols to ensure the privacy of your health information.

Health and Safety. We may use or disclose health information about you to avert a serious threat to your health or safety or any other person pursuant to applicable law.

Medical Examiners and Others. We may use or disclose health information about you to medical examiners, coroners, or funeral directors to allow them to perform their lawful duties. If you are an organ or tissue donor, we may use or disclose health information about you to organizations that help with organ, eye and tissue donation and transplantation.

Information Not Personally Identifiable. We may use or disclose health information about you in ways that do not personally identify you or reveal who you are.

Government Functions. We may use or disclose health information about you for specialized government functions, such as protection of public officials, national security and intelligence activities, or reporting to various branches of the armed services.

Workers Compensation. We may use or disclose health information about you to comply with laws and regulations related to workers compensation.

Correctional Institutions. If you are an inmate of a correctional institution or under the custody of a law enforcement official, we may use or disclose health information about you. Such information will be disclosed to the correctional institution or law enforcement official when necessary for the institution to provide you with health care and to protect the health and safety of others.

Effective Date, Restrictions and Changes to This Notice

This Notice, pursuant to the Health Insurance Portability and Accountability Act (HIPAA), has been in effect since April 14, 2003. Choices reserves the right to change the terms of this Notice. We reserve the right to make the revised or changed notice effective for medical information we already have about you as well as any information we receive in the future. We will provide you with a revised Notice in person or by mail. We will post a copy of the current notice in the Choices waiting area.

Complaints

If you believe your privacy rights have been violated, you may file a complaint with the Choices Privacy Officer or with the Secretary of the Department of Health and Human Services. To file a complaint with Choices, contact the Privacy Officer at the address or phone number listed below. You will not be penalized or retaliated against for filing a complaint.

Contact Information

If you have any questions, requests or concerns about your Choices-related health information rights or our use and disclosure of health information, please contact: Privacy Officer, Choices Coordinated Care Solutions, 7941 Castleway Drive, Indianapolis, Indiana 46250. Phone: 317-726-2121.



Procedure Name:	Client Grievance Procedure
Relevant Policy (COA Standard #):	Client Grievance Policy (CR 1.05)
Applicable to:	All clients and families
Location:	All locations
Effective Date:	January 2011
Date(s) of Revision:	March 2014; January 2015; April 2015; June 2016; April 2017; September 2018; May 2021; June 2022
Additional Information:	

Client Grievance Procedure

1. This Procedure establishes a process by which clients may have their concerns, grievances, and appeals heard and evaluated. For purposes of this Procedure, the term “client” shall include the parent/guardian and any youth:
 - a. That has been referred to Choices for services but not enrolled;
 - b. Is currently enrolled with Choices;
 - c. Or has been enrolled with Choices in the past.
2. The client shall be informed of Choices’ Grievance Procedure at the time the youth is enrolled with the Choices program. This information shall be provided in writing, and shall include contact information for the Grievance Officer and instructions for filing a grievance.
3. Through this Grievance Procedure, the client may address concerns regarding the following:
 - a. Program services which have been provided or denied;
 - b. Issues relating to providers or the Child and Family Team;
 - c. Confidentiality of personal or health information;
 - d. Client rights; and
 - e. Other issues relating to the youth’s enrollment in the Choices program.
4. The client should initially attempt to resolve concerns directly with the assigned Choices staff member. This may happen either through a face-to-face or phone discussion, or through written communication.
5. If the discussion with the staff member does not result in satisfactory resolution of the concern, the client should ask to speak with the staff member’s supervisor. This may happen either through a face-to-face or phone discussion, or through written communication.
 - a. If the supervisor was involved in the action or decision that is the subject of the concern or believes that he or she cannot objectively review the concern, the concern shall be forwarded to another member of the management team of that location for review.
6. If these discussions do not result in satisfactory resolution of the concern, the client may file a grievance with the Grievance Officer designated for the state in which that provider



- is located. The grievance should be submitted in writing or by email and should include the date, time, description of the incident or situation, and the names of the individuals involved. Choices will assist the client in filing a grievance upon request.
7. The Executive Director of each state program is designated as the Grievance Officer for that state. Contact information for each Grievance Officer is as follows:
- a. Indiana Choices: Beth Hazen
7941 Castleway Drive
Indianapolis, IN 46250
Email: Bhazen@choicesscgs.org
Phone: 317-468-3543
 - b. Louisiana Choices: David Sikes
2620 Centenary Blvd., Suite 180
Shreveport, LA 71104
Email: dsikes@choicesscgs.org
Phone: 318-464-2561
 - c. Mississippi Choices: David Sikes
2620 Centenary Blvd., Suite 180
Shreveport, LA 71104
Email: dsikes@choicesscgs.org
Phone: 318-464-2561
 - d. Ohio Choices: Amanda Resler
77 East Woodbury
Dayton, OH 45415
Email: aresler@choicesscgs.org
Phone: 317-726-2121
8. Within five working days following the receipt of a grievance, the Grievance Officer shall contact the client to discuss the grievance and to obtain additional information regarding the issues. The Grievance Officer may also arrange a meeting with the client at the request of either party.
- a. If the grievance relates to services provided by a provider, the Grievance Officer shall work with the client and provider to determine whether the grievance should be addressed directly by the provider pursuant to the provider's own grievance process.
 - b. If the decision is made to refer the grievance to the provider, the Grievance Officer shall request that the provider give written notice to the Grievance Officer at the end of that process to confirm that the client has received a response and resolution to the grievance.
9. Within ten working days following the receipt of a grievance, the Grievance Officer shall respond in writing or by email to the client to provide a response and resolution to the grievance. If additional time is needed to investigate the grievance before providing the



response and resolution, the Grievance Officer shall advise the client in writing or by email of the delay and the new deadline for response.

10. If the client is dissatisfied with the Grievance Officer's response and resolution, the client may request an appeal to the Grievance Committee. The request for appeal should be submitted in writing or by email to the Chief Executive Officer of Choices, and should include all information that the client wishes to be reviewed by the Grievance Committee. Contact information for the CEO is as follows:
 - a. Melissa Norman
7941 Castleway Drive
Indianapolis, IN 46250
mnorman@choicesccs.org
Phone: 317-726-2121
11. Within five working days following the receipt of an appeal, the CEO shall select a Grievance Committee, made of the CEO and at least two other members of the Executive Leadership Team and/or the Board of Directors.
12. The Grievance Committee shall review the appeal and provide a response and resolution in writing or by email to the client within thirty days following the receipt of the appeal.
13. The Grievance Officer and CEO shall maintain a record of the receipt of the grievance, the subject matter of the grievance, and the resolution of the grievance.
14. Choices shall not interfere with or retaliate against any client who files a grievance under this Procedure. If a member of Choices' staff becomes aware of any interference or retaliation against a client, that staff member shall report that concern to the Corporate Compliance Officer or through the company's Trust Line.
15. A client may also directly initiate a complaint with the U.S. Department of Health and Human Services or appropriate local, state, or federal funding, licensing, or regulatory agencies at any time.



Policy Name:	Client Rights and Responsibilities
Procedure Reference:	
COA Standard:	CR 1
Related Standards:	
Policy Location:	
Date of Approval:	February 2020
Approved by (name and title):	Michelle Kimbrough, Chair of Board of Directors
Effective Date:	February 2020
Date(s) of Revision:	October 2022
Additional Information:	

Client Rights and Responsibilities

Choices Coordinated Care Solutions, Inc. ("CHOICES") is committed to ensuring that all individuals participating in services have the right to privacy, confidentiality, and self-determination. CHOICES also protects the legal and ethical rights of its clients by informing clients of their rights and responsibilities, providing fair, non-discriminatory, and equitable treatment, and providing clients with sufficient information to make an informed choice about using the organization and its services across all programs and locations. A copy of the Client Rights shall be posted in the waiting area of every CHOICES facility. Client rights documents may vary slightly from site to site in accordance with local statutes and contracts.

CHOICES staff will ensure that service recipients receive information, both verbally and in writing, concerning their rights and responsibilities. The Client Rights statement will include information on CHOICES obligations and expectations for the client and on how to initiate and resolve grievances and/or complaints.

Upon admission to any CHOICES program, the assigned program staff shall provide the client and/or legal guardian with the following:

1. Information regarding the nature of the CHOICES program and a description of the services provided.
2. A Privacy Notice explaining how his or her information will be protected.
3. A copy of the Client Rights Form to be signed by the client and legal guardian prior to the initiation of services.
4. The opportunity to ask questions about the CHOICES program and to consent to participation, in writing.

Client Rights

All CHOICES clients have the following rights:

1. The client has the right to be treated with dignity and respect.
2. The client has the right to receive information about the basic expectations for use of the agency's services, hours that services are available, program rules, policies, etc. that could result in discharge or termination of services.



3. The client has the right to participate fully in treatment, care and service planning. Participation shall include attending all Child and Family Team Meetings or any other meetings where treatment decisions may be made.
4. Client have the right to have his or her parent(s) or legal guardian in the treatment and decision-making process unless the parent(s)/legal guardian refuses, or there are clear clinical indications to the contrary.
5. The client has the right to withdraw the consent for services at any time.
6. The client has the right to be informed in advance of the reason(s) for discontinuance of service provision, and to be involved in planning for the consequences of that event.
7. The client has a right to receive an explanation of the reasons for denial of services.
8. The client has the right to receive services in a non-discriminatory manner. Clients and families will not be discriminated against because of race, color, gender, political affiliation, religion, national origin, age, sexual orientation, lifestyle, disability, language, social and economic standing, marital status, ethnic background or any other legally protected status.
9. The client has a right to receive culturally competent treatment and services.
10. The client has the right to freedom of thought, conscience and religion, including the right to express and practice religious and spiritual beliefs.
11. The client has the right to receive enough information to make an informed choice about CHOICES services. Information provided to the client shall cover the possible benefits, side effects and risks of all procedures being used, including information about alternative treatments, as well as information about the possible benefits, side effects and risks of not participating in treatment.
12. The client has the right to receive the names and qualifications of anyone who works with the client and/or family. A client may ask to examine public records maintained by the appropriate licensing board and to have the board confirm licensure status.
13. The client has the right to be told of staff changes that affect the client or family and to be assured that treatment will continue uninterrupted to the best of our ability.
14. The client has a right to have a current, written plan of care that addresses mental health and other needs and that specifies the provision of appropriate and adequate services and supports, either directly or by referral.
15. The client has the right to receive timely evaluation and treatment.
16. The client has the right to receive any assistance necessary to overcome language barriers, or physical/developmental impairments, which might impact their ability to communicate and/or benefit from treatment.



17. The client has the right to be free from abuse, neglect, retaliation, humiliation, or exploitation, including the provision of services for the benefit of the program that are not part of the client's treatment plan.
18. The client has the right to confidentiality of treatment records, communications and personally identifying information in accordance with HIPAA and other State/Federal guidelines. Confidential information shall be disclosed or released only as set forth in written authorization or as otherwise authorized by law.
19. The client has the right to not be the subject of experimental or investigative research without prior written and informed consent.
20. The client will have the right to refuse any service, treatment, or medication, unless mandated by law or court order, and the client will be informed about the consequences of such refusal, which can include discharge.
21. The client has a right to receive oral and written instructions for filing a grievance. The client has the right to file a grievance without fear of interference, coercion, discrimination and/or retaliation by CHOICES. The client also has the right of access to legal counsel.
22. The client has the right to inspect his or her medical records, to request copies, and to be assisted in the interpretation of those records by a qualified professional. Exceptions would occur when:
 - a. withholding it is necessary to protect the confidentiality of other sources of information;
 - b. allowing access is contra-indicated by the treatment team due to the potential detriment to their physical or mental health, or the potential harm to themselves or others; or
 - c. granting the request will cause substantial harm to the relationship between themselves and the program or the program's capacity to provide services in general.

Client Responsibilities

Along with these rights, clients and their families also have responsibilities, which include:

1. To treat CHOICES staff and other members of the Child and Family Team and/or care planning process with consideration and respect.
2. To attend appointments on time, or to notify the CHOICES staff member in advance to cancel and reschedule.
3. To provide accurate information about mental health, substance use, issues at school or home, or other circumstances which might impact the care coordination/planning process.
4. To participate fully on the Child and Family Team or in care planning.



5. To work together with the CHOICES staff member to plan, review, and change the client's treatment plan and crisis plan as needed.
6. To timely notify the CHOICES staff member if there is any significant change in needs or circumstances which impact service planning or deliver.
7. To inform the CHOICES staff member immediately if they have any concerns or problems with the services received.



Policy Name:	Behavior Support and Management Policy
Procedure Reference:	BSM Procedures
COA Standard:	BSM 1
Related Standards:	RPM 1.0, FPS 1.04, MHSU 1.03
Policy Location:	
Date of Approval:	December 1, 2010
Approved by (name and title):	Kathleen Gifford, Chair of Board of Directors
Effective Date:	December 1, 2010
Date(s) of Revision:	November 2014; June 2017; June 21, 2019, April 2022
Additional Information:	

Behavior Support and Management

In order to promote a safe and therapeutic environment for persons served, their families and agency personnel, this policy and associated procedures establishes clear guidelines for employee response to clients who exhibit behavior that poses a physical threat to themselves or others.

Choices is committed to providing services that **do not** include the use of restrictive behavior interventions. All client services employees are trained in the use of techniques that maximize the use of relationship building to enhance positive behaviors as well as therapeutic de-escalation techniques that can safely and effectively manage disruptive or even assaultive behavior without the use of restrictive interventions.

Special treatment and safety measures, as well as aversive behavioral interventions as defined by state or local mental health authorities in which Choices operates, are strictly prohibited.

Under no circumstances will the use of mechanical and/or physical restraints, chemical restraints, isolation, seclusion or time-out rooms be utilized at any time with clients. In addition, Choices employees **shall not** intervene with clients using any of the following restrictive behavior management strategies, nor shall Choices employees encourage caretakers to utilize these strategies with their children:

- Corporal punishment, inflicted in any manner;
- The use of aversive interventions or invasive procedures;
- Ridicule, intimidation or verbal abuse, including demeaning, shaming or degrading language;
- Punitive work assignments;
- Withholding of food, nutrition, clothing, shelter, medical care or contacts with family as a form of punishment;
- Forced physical exercise;
- Punishment by peers; or
- Group punishment or discipline for individual behavior.

Choices employees **shall not** intervene with clients using aversive behavioral interventions and plans. This includes the restriction of rights or privileges of persons served. Choices staff **shall not**



intervene with clients using emergency intervention procedures that involve physical holds. Emergency interventions are limited to de-escalation techniques as outlined in Choices' Behavior Support and Management Procedures. Emergency personnel will be utilized in response to any behavior that poses a danger to persons served, Choices employees, or others.