

## CLIENT INFORMATION FORM

<b>Full Legal Name:</b>	
<b>Date of Birth:</b>	
<b>Gender Identity:</b>	Female      Male      Non-Binary      Other
<b>Sex Assigned at Birth</b>	Female      Male      Intersex
<b>Preferred Pronouns:</b>	
<b>Marital Status:</b>	Single    Divorced    Married    Separated    Widowed    Other

<b>Phone Number:</b>	
<b>Email:</b>	
<b>Home Address:</b>	
<b>Will you likely be at home for telehealth visits?</b> YES      NO	

<b>Emergency Contact Name:</b>	
<b>Relationship:</b>	
<b>Their Phone:</b>	

<b>Primary Care Physician:</b>	
<b>PCP Phone Number:</b>	

<b>Any open or pending legal issues or court cases?</b> YES      NO	
<b>If yes, please explain briefly:</b>	

<b>Reason you are seeking care now:</b>	
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**Notice of Updates.** BAHS Consulting Group, LLC, d/b/a BAHS Group ("BAHS Group," "the Company," or "we") is a Texas limited liability company that provides mental health and related professional services. BAHS Group's policies may be updated from time to time; the most current version is available at: <https://www.BAHSGroup.com/forms>. **Updated policies apply to services provided after the effective date of the update (and, when feasible, we will provide notice of material changes).**

## CONSENT TO PRACTICE POLICIES

### 1) Consent to Practice Policies

**By signing this single page, I acknowledge that I have received, reviewed (or had the opportunity to review), and agree to the following BAHS Group policies (collectively, the "Practice Policies"):**

- |  |                                    |
|--|------------------------------------|
| 1. Informed Consent for Mental Health Services     | 5. Court and Legal Requests Policy |
| 2. Notice of Privacy Practices                     | 6. Telehealth Services Policy      |
| 3. Appointment Reservation and Cancellation Policy | 7. In-Person Services Policy       |
| 4. Client Financial Responsibility Policy          | 8. Generative AI Use Policy        |

**These Practice Policies are incorporated into this Consent to Practice Policies form by reference as if fully set forth here.**

### 2) Client Acknowledgments

By signing, I acknowledge and agree that:

- **Questions and understanding.** I have had adequate opportunity to read these materials, ask questions, and request clarification. I may ask questions about policies at any time.
- **Authority to consent.** I have the legal authority to consent to services on my own behalf.
- **Voluntary participation.** Participation in services is voluntary. I understand I may discontinue services at any time.

**I also understand that effective services require active participation and that outcomes cannot be guaranteed.**

**Scope and limits of services.** I authorize BAHS Group and its Service Providers to provide mental health assessment, care, treatment, and/or related services as clinically and ethically appropriate. I understand BAHS Group services are not forensic services and cannot be used to:

- determine whether an incident occurred,
- determine the "better" parent or placement, or
- substitute for a social study or household evaluation.

**Emergency limitations.** BAHS Group does not provide 24/7 crisis response. If I have an emergency, I will call 911, go to the nearest emergency room, or call/text 988.

### 3) Telehealth and In-Person Participation Requirements (as applicable)

If I receive telehealth services, I agree that I am responsible for:

- participating from a private, secure location where others cannot hear;
- maintaining the confidentiality of my portal credentials and/or session link;
- not allowing others to access services using my account or link; and
- using a secure device and connection to the extent reasonably possible.

If I receive in-person services, I agree to attend in person only when I am symptom-free from contagious illness and to notify BAHS Group promptly if I need to switch to telehealth due to illness symptoms or fever.

### 4) Communication Consent

I consent to BAHS Group using appropriate methods of communication for scheduling, coordination, and care-related needs, including phone, secure portal messaging, email, text, video, and other technology-based tools as permitted by law and BAHS Group policy. I understand that certain communication methods may pose privacy risks, and I agree to comply with BAHS Group's communication guidance.

BAHS Group does not provide clinical services via social media, and clients should not send sensitive clinical information via unsecured channels.

## 5) **Financial Responsibilities and Court-Related Work**

I acknowledge that I am responsible for fees in accordance with the Fee Schedule and the Client Financial Responsibility Policy, including cancellation/no-show charges and payment timing requirements.

If a payment is reversed, disputed, or charged back, the client remains responsible for the balance and related administrative costs as permitted by law and payment processor rules.

If I request letters, forms, records preparation, attorney calls, depositions, testimony, or other court-related involvement, I agree that:

- Such work may require additional written request/authorization and advance payment/retainer as outlined in the Court and Legal Requests Policy; and
- BAHS Group may limit or decline court involvement except as required by law or court order, and participation is subject to provider availability and policy terms.

## 6) **Accuracy of Information**

I attest that the information I provide in intake paperwork, screening forms, and other communications is truthful and accurate to the best of my knowledge.

## 7) **Effective Date**

This Consent to Practice Policies form is effective as of the date signed below and remains in effect in accordance with the terms of the Informed Consent for Mental Health Services policy (including renewal/expiration terms).

\_\_\_\_\_  
**Signature** (Client/Legal Guardian)

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Name of Client**

\_\_\_\_\_  
**Name of Legal Guardian** (if applicable)

\*NOTE: The signatures on this form are considered valid regardless of whether hand-signed or signed electronically through IntakeQ, AdobeSign, DocuSign, Google Document e-signature, or another approved electronic venue. The signatures above/on this form also indicate that I consent to all of the above statements AND all Practice Policies / Forms of the Company with my electronic signature, even if the signature does not appear on the exact lines above or at the end of each document.

If you have any complaints, you may contact the Texas Behavioral Health Executive Council (BHEC):

### **Texas Behavioral Health Executive Council**

Attn: Enforcement Division  
1801 Congress Ave., Ste. 7.300  
Austin, Texas 78701

**Investigations/Complaints** 24-hour, toll-free:  
(800) 821-3205

### **Information regarding Discipline & Complaints:**

<https://www.bhec.texas.gov/discipline-and-complaints/>

### **Information on reporting Fraud, Discrimination, or Corruption:**

<https://www.bhec.texas.gov/report-fraud-discrimination-and-corruption/>

E-mail: [Enforcement@bhec.texas.gov](mailto:Enforcement@bhec.texas.gov)

For general consumer complaints (non-clinical), you may also contact the Texas Office of the Attorney General, Consumer Protection Division: <https://www.texasattorneygeneral.gov/consumer-protection>

**Additional information regarding client rights, record requests, and consumer notices is available on our website.**

## INFORMED CONSENT FOR MENTAL HEALTH SERVICES

### **Purpose of This Document**

This document explains the nature, scope, benefits, risks, and limitations of mental health services provided by BAHS Group so you can make an informed decision about participating in these services. It also outlines essential boundaries, emergency limitations, and the non-forensic nature of treatment services.

**This document is incorporated by reference into the Consent to Practice Policies with BAHS Group.**

### **1. Provision of Services:**

BAHS Consulting Group, LLC d/b/a BAHS Group ("BAHS Group") is a Texas-based limited liability company providing mental health and related professional services.

Services may include mental health evaluation, assessment, psychotherapy, counseling, case management, wraparound services, workshops, or related supportive interventions (collectively, "Services"). Services may be provided in person, via telehealth, or in community-based settings, as clinically appropriate and permitted by law.

### **2. Service Providers:**

Services may be provided by licensed clinicians, associates, interns, or other supervised professionals ("Service Providers"), in accordance with Texas law and applicable professional licensing requirements.

If you are seen by a supervised provider (e.g., intern or associate), your case may be discussed with a clinical supervisor for training, consultation, and quality-of-care purposes.

### **3. Participants in Services (Individual, Family, or Couples)**

"Client" may refer to an individual or to multiple participants receiving family or couples services as a single treatment unit. In family or couples services:

- The Service Provider may meet with individual participants separately when clinically appropriate.
- Information shared in individual sessions may be disclosed to the treatment unit if the Service Provider determines it is necessary for effective treatment. If a participant wishes to keep information private from others in the treatment unit, individual therapy should be requested.
- Requests for records involving family or couples services require authorization from all participating members unless otherwise required by law.

### **4. Benefits, Risks, and Alternatives**

- **Potential Benefits:** Services may improve emotional functioning, insight, coping skills, relationships, quality of life, and overall well-being. Outcomes vary, and no guarantees are made.
- **Potential Risks:** Participation may involve emotional discomfort, including feelings of sadness, anxiety, frustration, or distress, particularly when discussing difficult life experiences.
- **Alternatives:** You may decline services, discontinue services at any time, or seek alternative providers or higher levels of care. Your Service Provider may recommend referrals when clinically appropriate.

### **5. Emergency and Crisis Limitations**

BAHS Group does not provide emergency or crisis services.

- For life-threatening emergencies: call 911 or go to the nearest emergency room.
- For mental health crises: call or text 988.
- Non-urgent matters should be addressed during regular business hours.

### **6. Limits of Treatment**

BAHS Group Services cannot:

- Determine whether alleged events or trauma occurred
- Serve as forensic evaluations or custody assessments
- Determine parental fitness or placement
- Replace court-ordered evaluations, social studies, or legal investigations

Therapeutic opinions are clinical in nature and may not be appropriate for legal proceedings.

## **7. Treatment Approach**

Service Providers utilize evidence-informed therapeutic approaches consistent with their training, scope of practice, and clinical judgment. Specific techniques may vary based on client needs and provider qualifications.

BAHS Group Service Providers **do not prescribe medications** and **do not conduct psychological testing or formal psychological evaluations** unless explicitly stated in writing.

## **8. Fees and Administrative Matters**

Fees, cancellation policies, sliding-scale terms, court-related fees, and documentation charges are governed by the Client Financial Responsibility Policy and the Court and Legal Requests Policy, which are incorporated by reference and provided separately.

Clinical records will be maintained in accordance with applicable law and BAHS Group policies. Requests for records must be submitted in writing through the secure client portal or other method described on our website. We respond within the timeframes required by law.

## **9. Confidentiality and Legal Exceptions**

Information obtained during Services is confidential and maintained in a clinical record.

Confidentiality may be broken as required or permitted by law, including but not limited to:

- Risk of serious harm to self or others
- Suspected abuse or neglect
- Court orders signed by a judge
- Professional or licensing investigations

## **10. Right to Withdraw and Termination of Services**

You may withdraw consent and discontinue Services at any time by providing written notice.

BAHS Group may also terminate Services in accordance with professional standards, including for non-attendance, non-payment, lack of clinical appropriateness, or boundary concerns, and may provide referrals when clinically indicated.

## **11. Duration of Consent**

This informed consent remains valid for 12 months from the date of execution unless otherwise specified in writing or superseded by updated policies.

## **12. Boundaries and Social Media**

Clients are welcome to follow BAHS Group on social media. However:

- Social media is not an appropriate method for communication regarding Services.
- These platforms are not secure, are not monitored for clinical communication, and do not establish a therapeutic relationship.

# **NOTICE OF PRIVACY PRACTICES**

## **Purpose of This Document**

This document describes how BAHS Group may use and disclose protected health information ("PHI"), the safeguards we maintain to protect PHI, and your rights regarding access to and control over your health information, in accordance with applicable federal and state privacy laws, including HIPAA.

This document is incorporated by reference into the Consent to Practice Policies with BAHS Group.

## **1. How We Use and Protect Your Information**

We maintain administrative, technical, and physical safeguards to protect your personal and health information from unauthorized access, use, or disclosure. Access to PHI is limited to Service Providers and staff who need the information to provide services, manage operations, or comply with legal obligations. All workforce members receive privacy training and are required to follow confidentiality policies.



Client records are maintained securely by BAHS Group. Records are not owned or maintained by individual providers. If a Service Provider is no longer affiliated with BAHS Group, clients may transfer to another provider within the practice or receive referral assistance.

## **2. Uses and Disclosures of Protected Health Information**

We may use or disclose PHI for the following purposes, as permitted or required by law:

**Treatment, Payment, and Health Care Operations:** PHI may be used or disclosed to provide, coordinate, or manage your care; to process payment (if applicable); and to support practice operations, including supervision, consultation, quality assurance, and administrative functions.

**Supervision and Consultation:** Service Providers may consult with supervisors or other professionals within BAHS Group for training, oversight, and quality-of-care purposes.

**Required by Law:** PHI may be disclosed without your authorization when required by law, including but not limited to:

- Situations involving risk of serious harm to you or others
- Suspected abuse, neglect, or exploitation
- Court orders, subpoenas, or legal processes
- Licensing board or regulatory investigations

**Research (When Applicable):** PHI may be used or disclosed for research purposes only with your written authorization and in compliance with applicable law.

**Uses Requiring Authorization:** Certain uses and disclosures of your health information require your written authorization, including uses not otherwise permitted by law. You may revoke an authorization in writing at any time, except to the extent that action has already been taken in reliance on it.

## **3. Minimum Necessary Standard**

Except for disclosures related to treatment, those authorized by you, or those required by law, BAHS Group limits uses and disclosures of PHI to the minimum amount necessary to accomplish the intended purpose.

## **4. Deceased Individuals:**

Privacy protections extend to information concerning deceased individuals, as required by law.

## **5. Updates to This Notice**

BAHS Group may update this Notice as laws or practices change. The most current version will be available on our website and upon request.

## **6. Family and Couples Services**

When services involve more than one participant, information disclosed in the course of treatment may be shared among members of the treatment unit when clinically appropriate. Additional details regarding confidentiality in family or couples services are outlined in the Informed Consent for Mental Health Services.

## **7. Your Rights Regarding Your Health Information**

You have the right to:

- **Access your records.** You may request access to your health information as permitted by law.
- **Request corrections.** You may request correction of information you believe is inaccurate or incomplete.
- **Request restrictions.** You may request limitations on specific uses or disclosures, though we are not required to agree in all cases.
- **Request confidential communications.** You may request communications through alternative means or locations when reasonable.
- **Request an accounting of disclosures.** You may request a list of certain disclosures of your health information as permitted by law.
- **Receive a copy of this Notice.** Requests related to your rights should be submitted in writing. BAHS Group will respond within the timeframes required by law. Important: Client access to records will not be denied solely due to an outstanding balance. Fees permitted by law may apply for copies or administrative processing.



**Our Duties:** We are required by law to maintain the privacy of your PHI, provide you with this Notice, and comply with the terms of the Notice currently in effect.

## **8. Complaints and Questions**

If you have questions about this Notice or believe your privacy rights have been violated, you may contact BAHS Group directly.

You also have the right to file a complaint with the **Texas Behavioral Health Executive Council (BHEC)** without fear of retaliation:

Texas Behavioral Health Executive Council  
Attn: Enforcement Division  
1801 Congress Ave., Ste. 7.300  
Austin, Texas 78701

Investigations/Complaints (24-hour, toll-free): (800) 821-3205  
<https://www.bhec.texas.gov/discipline-and-complaints/>

Email: [Enforcement@bhec.texas.gov](mailto:Enforcement@bhec.texas.gov)

You may also file a complaint with the U.S. Department of Health and Human Services, Office for Civil Rights (OCR).

## **9. Non-Discrimination and Client Rights**

Clients have the right to receive services without discrimination and to be treated with courtesy and respect. Clients may refuse services, request information about their care, and obtain explanations of fees upon request.

# **APPOINTMENT RESERVATION & CANCELLATION POLICY**

## **Purpose of This Document**

This document describes BAHS Group's scheduling, appointment reservation, cancellation, late cancellation, and no-show practices, including how appointment reservation fees, credits, and refunds are handled. It is intended to ensure clarity and fairness when an appointment time is reserved exclusively for a client.

This document is incorporated by reference into the Consent to Practice Policies with BAHS Group.

## **1. Appointment Reservation Fee**

All appointments require **payment at the time of booking**. This payment serves as a reservation fee that secures your appointment time and is applied to the scheduled session. Because the appointment time is reserved specifically for you and cannot be reallocated on short notice, the reservation fee is subject to the refund terms below.

## **2. Refund and Cancellation Terms**

- **Cancellations over 24 Hours' Notice:** Appointments canceled at least twenty-four (24) hours before the scheduled start time are eligible for a credit by default or a refund upon request.
- **Late Cancellations (Less Than 24 Hours' Notice):** Appointments canceled less than twenty-four (24) hours before the scheduled start time are not eligible for a refund. The reservation fee will be retained.
- **No-Shows:** A "no-show" or "no-call, no-show" is defined as failure to attend a scheduled appointment without notice. No-shows are not eligible for a refund, and the reservation fee will be retained.

## **3. Appointments Ended Due to Policy Violations**

If a client arrives for an appointment but the session must be terminated early due to failure to comply with BAHS Group policies, the appointment is considered client-canceled, and the reservation fee is non-refundable.

Examples include, but are not limited to:

- Arriving so late that insufficient time remains to conduct services
- Failure to complete the required paperwork before the session
- Attempting to attend a telehealth session while physically located outside of the State of Texas
- Attempting to attend a telehealth session from a non-private location or with unauthorized individuals present

#### 4. **Emergencies and Extenuating Circumstances**

BAHS Group understands that emergencies may arise unexpectedly. Requests for exceptions due to medical or other emergencies may be considered on a case-by-case basis. Approval of an exception is not guaranteed, and the reservation fee may still be retained.

Appointment reminders are provided as a courtesy. Clients remain responsible for managing their scheduled appointments regardless of whether reminders are delivered.

#### 5. **How to Cancel or Reschedule**

Clients should cancel or reschedule appointments as soon as possible by:

- Messaging through the secure client portal (<https://spruce.care/bahsgroup>), and/or
- Calling the office at **469-946-2247** and leaving a detailed message.

Failure to communicate a cancellation may result in retention of the reservation fee.

### **CLIENT FINANCIAL RESPONSIBILITY POLICY**

#### **Purpose of This Document**

This document describes your financial responsibilities for services booked directly with BAHS Group, including the cash-pay structure, payment timing requirements, additional service fees, and how declined payments, reversals, and chargebacks are handled. It is intended to promote clear expectations regarding fees and payment practices.

This document is incorporated by reference into the Consent to Practice Policies with BAHS Group.

#### 1. **Cash-Pay Model and Insurance Disclaimer**

When you book services directly with BAHS Group, sliding-scale services are provided on a cash-pay basis only.

- At this time, BAHS Group does not bill insurance for services booked directly through the agency.
- BAHS Group does not provide superbills for direct-booking services.
- Clients seeking insurance-billed services or superbills may be referred to separate third-party platforms that contract directly with insurance carriers (i.e., Headway, Rula). Those services are governed by the platforms' policies, not by BAHS Group.

By booking directly with BAHS Group, you acknowledge and agree to this cash-pay structure.

Sliding scale rates, if offered, may require periodic re-verification and may change based on updated information or program availability.

#### 2. **Payment at Booking (Appointment Reservation)**

All appointments require payment at the time of booking. Payment serves as a reservation fee that secures your appointment time and is applied to the scheduled session.

Refunds and credits are governed by the Appointment Reservation & Cancellation Policy, including the requirement that at least 24 hours' notice be provided to be eligible for a refund or credit.

#### 3. **Declined Payments and Outstanding Balances**

If a payment attempt is declined, reversed, or otherwise cannot be processed, the client is responsible for promptly updating payment information.

- Appointments may be canceled, paused, or withheld until payment issues are resolved.
- Repeated payment failures, chargebacks, or patterns of frequent late cancellations may result in loss of scheduling privileges or discharge from services.

BAHS Group reserves the right to require same-week rescheduling or discontinue services when payment obligations are not met.

#### 4. **Additional Services and Fees**

Certain services are not included in the standard session fee and require separate payment in advance, including but not limited to:



## **Documentation and Letters**

- Letters or documentation requests (including treatment summaries, IEP recommendations, disability-related forms, emotional support animal letters, and similar requests) are billed at \$50.00 per hour, with a minimum one-hour charge.
- Requests for documentation generally require at least 48 business hours from the date payment is received and are not guaranteed to be completed on the same day.
- Completion of disability paperwork or emotional support animal documentation is not guaranteed and is determined at the Service Provider's clinical discretion, typically after sufficient treatment history has been established.

## **Court Involvement**

- Court-related services—including but not limited to record preparation, attorney communication, depositions, hearings, testimony, and related preparation or travel time—are billed at \$200.00 per hour.
- Court involvement requires a written request, appropriate authorization, and advance payment in accordance with the Court and Legal Requests Policy.
- Requests for records must comply with applicable privacy laws and legal process requirements; BAHS Group may require a court order or other satisfactory legal authorization before releasing records.

## **7. Records and Financial Standing**

Client access to their clinical records will not be denied solely due to an outstanding balance. Fees permitted by law may apply for copies or administrative processing of records.

## **8. Questions and Communication**

Questions regarding fees, payments, or financial policies should be directed to BAHS Group via the client portal or official BAHS Group communication channels.

# **COURT AND LEGAL REQUESTS POLICY**

## **Purpose of This Document**

This document describes how BAHS Group handles court-related matters and legal requests, including records requests, attorney communications, subpoenas, testimony, and other legal involvement, as well as the clinical and operational limits of such involvement. It is intended to protect the integrity of treatment and ensure legal requests are handled in a structured, lawful manner.

This document is incorporated by reference into the Consent to Practice Policies with BAHS Group.

## **1. Scope and Limits of Court Involvement**

BAHS Group provides therapeutic and professional services only. Services do not include and cannot be used to:

- Determine whether an alleged incident occurred.
- Provide custody, placement, or "best interest" opinions.
- Conduct forensic evaluations or court-ordered psychological evaluations.
- Replace social studies, custody evaluations, or legal investigations.

Treating clinicians generally avoid involvement in legal disputes, as such involvement may harm the therapeutic relationship and compromise treatment effectiveness.

BAHS Group may limit, decline, or terminate services when court involvement materially interferes with treatment or exceeds the therapeutic role.

## **2. Records Requests and Legal Process**

### **Authorization and Legal Requirements**

- Records requests require a valid written authorization signed by the client (or legal guardian, if applicable).
- Clinical records are confidential and released only as permitted by law. In certain circumstances, BAHS Group may require a court order, qualified protective order, or other legally sufficient process before releasing records.
- BAHS Group reserves the right to object to, limit, or seek clarification of subpoenas or legal requests, and to consult legal counsel as needed.

### **Client Responsibility**

Clients are responsible for:

- Informing attorneys, courts, or third parties of this policy
- Ensuring that requests are appropriately directed and authorized
- Allowing sufficient time for review and response

BAHS Group cannot guarantee compliance with external legal deadlines.

### **3. Attorney Communication and Court-Related Services**

Court-related services are not part of routine treatment and require a separate written request, appropriate authorization, and advance payment.

Court-related services may include, but are not limited to:

- Preparation of records for legal proceedings
- Written summaries or letters for attorneys or courts
- Telephone or electronic communication with attorneys
- Depositions, hearings, mediation, or testimony
- Preparation time and required travel

Participation is discretionary, subject to provider availability, and may be declined except where legally compelled.

### **4. Fees for Court and Legal Involvement**

All court-related work is billed separately from therapy services and is not covered by session fees.

#### **Fee Schedule**

- Court-related services: \$200.00 per hour
- Billing increments: Billed in quarter-hour increments unless otherwise specified
- Preparation, travel, and waiting time: Billable at the same hourly rate

#### **Retainers and Advance Payment**

- Court involvement typically requires an advance payment or retainer before work begins.
- Fees must be paid in full before records are released or participation occurs.
- Minimum time requirements or retainers may apply depending on the nature of the request.

The Client Financial Responsibility Policy governs fees and must be satisfied regardless of outcome.

### **5. Impact on Treatment**

Because therapy relies on trust and confidentiality:

- Court involvement after treatment has begun may compromise the therapeutic relationship.
- In some cases, continued treatment may no longer be clinically appropriate.
- BAHS Group reserves the right to terminate services and provide referrals when court involvement materially interferes with treatment.

### **6. Additional Requirements for Minors or Legal Dependents (When Applicable)**

When services involve a minor child or legal dependent:

- Legal authority to consent to treatment and access records must be established.
- Relevant custody, guardianship, or court orders must be disclosed before services begin and updated as necessary.
- BAHS Group relies on the provided legal documentation and does not independently adjudicate custody disputes.
- Applicable law and court orders govern parental or guardian involvement, access to records, and communication.

Failure to disclose relevant legal restrictions may result in suspension or termination of services.

### **7. No Guarantee of Participation or Outcome**

BAHS Group does not guarantee:

- Acceptance of court-related requests
- Completion of work by specific legal deadlines
- That court involvement will support a client's legal position

Therapeutic records and opinions are clinical in nature and may not align with legal objectives.

## **8. Questions and Communication**

Questions regarding court or legal matters should be submitted through official BAHS Group communication channels. Attorneys or courts should not contact individual Service Providers directly without prior authorization and coordination through BAHS Group.

# **TELEHEALTH SERVICES POLICY**

## **Purpose of This Document**

This document outlines the requirements, benefits, and risks of receiving telehealth services, including technology-related limitations, privacy considerations, and location and identity verification requirements. It is intended to support safe, effective telehealth services consistent with applicable laws and professional standards.

This document is incorporated by reference into the Consent to Practice Policies with BAHS Group.

## **1. Telehealth Services Defined**

Telehealth services involve the remote delivery of mental health services via secure, technology-assisted platforms, including video conferencing and related electronic communication tools. Telehealth may be used for assessment, therapy, consultation, and care coordination when clinically appropriate and permitted by law.

## **2. Technology and Security**

BAHS Group uses telehealth platforms that support privacy and confidentiality and comply with applicable laws and industry standards.

While reasonable safeguards are used, no technology is entirely risk-free. By participating in telehealth services, you acknowledge and accept the inherent risks associated with electronic communication.

## **3. Client Responsibilities**

To participate in telehealth services, clients agree to the following:

- **Location:** You must be physically located within the state of Texas at the time of the session. If you are not physically located in Texas at session start, the session cannot proceed.
- **Stationary and Private Setting:** Sessions must take place in a stationary, private location. Telehealth sessions may not be conducted while driving, in public areas, or in the presence of individuals who have not provided written consent to participate.
- **Privacy:** You are responsible for ensuring that others cannot hear or observe your session.
- **Technology:** You are responsible, to the extent reasonably possible, for using a secure device and a stable internet connection, and for maintaining the confidentiality of your login credentials or session links.
- **Work Devices:** If using a work-issued device, you are responsible for confirming that your employer permits personal telehealth use.

## **4. Identity and Location Verification**

At the start of each telehealth session, the Service Provider may verify your identity and physical location to ensure compliance with legal and licensing requirements.

## **5. Disruptions and Technology Failures**

Telehealth services may be disrupted by technical difficulties beyond BAHS Group's control, including issues with hardware, software, internet connectivity, or third-party platforms.

If a session cannot be completed due to technical difficulties:

- Clients should notify the Service Provider through the secure client portal as soon as possible.
- The Service Provider may attempt to contact the client by phone (which may appear as a blocked number) to discuss next steps, such as rescheduling.

If a session cannot proceed due to unresolved technical issues or failure to meet telehealth requirements, the session may be deemed a late cancellation or no-show and shall be handled in accordance with the Appointment Reservation & Cancellation Policy.

## **6. Limitations and Risks of Telehealth**

While telehealth offers convenience and accessibility, it may involve limitations, including:

- Reduced ability to observe non-verbal cues
- Miscommunication due to audio or video quality issues
- Interruptions or delays caused by technology failures

Telehealth may not be appropriate for all situations or clinical needs. Telehealth may be limited when clinical risk level, technology limitations, or legal requirements prevent safe and effective care. The Service Provider may recommend in-person services, alternative modalities, or higher levels of care when clinically indicated.

## **7. Provider Responsibilities**

BAHS Group Service Providers will:

- Use reasonable measures to protect privacy and confidentiality during telehealth sessions.
- Conduct services in a private environment whenever possible.
- Follow applicable professional, ethical, and legal standards.

## **8. Consent and Right to Withdraw**

By participating in telehealth services, you consent to receive services via telehealth under the terms outlined in this policy.

You may withdraw consent for telehealth services at any time by providing written notice. Withdrawal of telehealth consent may limit service availability, depending on the provider's location, scheduling, and clinical appropriateness.

# **IN-PERSON SERVICES POLICY**

## **Purpose of This Document**

This document describes the conditions, safety requirements, and environmental expectations for services provided in person, including office-based, in-home, or community-based settings when permitted and clinically appropriate. It is intended to support privacy, safety, and appropriate service delivery in physical settings.

This document is incorporated by reference into the Consent to Practice Policies with BAHS Group.

## **1. Availability of In-Person Services**

In-person services are not guaranteed and may be offered at the discretion of BAHS Group based on factors including:

- Service Provider availability and scope of practice
- Clinical appropriateness for the client's needs
- Location suitability and safety
- Compliance with licensing, liability, and professional standards

In-person services may occur in:

- A BAHS Group office location,
- A client's home, or
- Another agreed-upon private setting, appropriate for confidential services.

Not all Service Providers offer in-person or in-home services, and some services may be available only via telehealth.

## **2. Health, Safety, and Environmental Requirements**

Clients receiving in-person services agree to ensure that the service environment meets the following conditions:

**Health and Illness:** Clients and accompanying individuals must not attend or host in-person services if they are experiencing symptoms of contagious illness. Clients agree to promptly notify BAHS Group and request a conversion to telehealth when appropriate.

If symptoms of illness are reasonably observed at the time of service, BAHS Group reserves the right to terminate the session immediately and require the Service Provider to leave the premises.

**Smoke-Free Environment:** All in-person services shall be conducted in a smoke-free environment. This includes, but is not limited to:

- Tobacco products
- Vaping or e-cigarettes
- Marijuana or other substances

If smoking occurs in the service environment during or immediately before the session, the Service Provider may end the session.

### **3. HIPAA-Compliant and Private Space**

**BAHS Group Office-Based Services:** When services are provided at a BAHS Group office location, BAHS Group is responsible for maintaining a space that supports privacy, confidentiality, and HIPAA-compliant practices.

**In-Home or Community-Based Services:** When services are provided in a client's home or another community-based location, the client is responsible for providing a space that reasonably supports privacy and confidentiality, including:

- A private area where conversations cannot be overheard
- Absence of unauthorized individuals within hearing range
- Reasonable efforts to minimize interruptions during the session
- For in-home services, clients agree to secure pets and minimize hazards or distractions that would interfere with safe and confidential services.

If a private or HIPAA-compliant space cannot be reasonably ensured in an in-home or community setting, the Service Provider may:

- Request environmental adjustments,
- Convert the session to telehealth, or
- End the session if confidentiality cannot be maintained.

Sessions ended for these reasons may be treated as client-canceled in accordance with the Appointment Reservation & Cancellation Policy.

### **4. Provider Illness or Safety Concerns**

If a Service Provider is ill or if safety concerns arise, BAHS Group may cancel, reschedule, or convert an in-person appointment to telehealth to protect the health and well-being of all parties.

**Service Providers may exercise professional judgment in determining whether conditions are safe and appropriate for in-person services.**

### **5. Consent and Right to Withdraw**

By attending services in person, clients consent to receive services subject to the conditions outlined in this policy.

Clients may withdraw consent for in-person services at any time. Withdrawal of in-person consent may limit service availability, depending on the provider's location, scheduling, and clinical appropriateness.

## **GENERATIVE AI USE POLICY**

### **Purpose of This Document**

This document describes the potential use of generative artificial intelligence ("AI") tools within the BAHS Group for limited administrative, documentation, and clinical support functions, including related safeguards, limitations, and client options. It is intended to promote transparency while maintaining clinical integrity and privacy protections.

This document is incorporated by reference into the Consent to Practice Policies with BAHS Group.

### **1. Scope and Nature of AI Use**

AI tools used by BAHS Group are intended to assist Service Providers and staff. AI does not replace clinical judgment, decision-making, diagnosis, or treatment planning. All clinical decisions remain the responsibility of the licensed Service Provider.

## **2. Privacy and Safeguards**

When AI tools are used, BAHS Group takes reasonable steps to ensure that such tools are implemented in a manner consistent with applicable privacy, security, and professional standards, including HIPAA, where applicable.

AI tools may be updated or changed over time as technology evolves. BAHS Group does not guarantee uninterrupted availability or specific technical features of any AI tool.

## **3. Potential Uses of AI**

AI tools may be used in one or more of the following ways. Not all uses described below are currently deployed, and use may vary by Service Provider or service type, such as:

- **Documentation Support:** AI-assisted tools may be used to support clinical documentation, such as drafting or summarizing session notes. All documentation is reviewed, edited, and approved by the Service Provider before becoming part of the client's record.
- **Clinical Support Tools:** AI may assist Service Providers in organizing information, identifying patterns, or generating treatment-support materials. These tools are supplemental only and do not make independent clinical determinations.
- **Administrative Functions:** AI tools may be used for administrative purposes, including appointment scheduling, intake workflows, reminders, referrals, and other non-clinical communications.
- **Data Analysis and Quality Improvement:** AI may be used to analyze de-identified or aggregated data to support quality improvement, operational planning, or service evaluation. No client-identifiable information is used for these purposes without appropriate authorization.

## **4. Limitations of AI**

AI tools have limitations and may produce incomplete, inaccurate, or biased outputs. For this reason:

- AI-generated content is not relied upon without human review
- AI does not replace direct client-provider interaction
- AI tools are not used to assess risk, diagnose conditions, or determine treatment independently

## **5. Discussion and Client Questions**

Clients may ask questions about the use of AI tools at any time. When clinically relevant, Service Providers may discuss the use of AI-supported tools in their workflow.

Clients may request reasonable accommodations or raise concerns about AI use; however, refusal to use AI-supported administrative or documentation tools may limit service availability in some cases.

## **6. Consent**

By receiving services from BAHS Group, clients acknowledge and consent to the limited and supportive use of AI tools as described in this policy.

Clients may withdraw consent for AI-supported clinical tools by providing written notice. Clients may request limits on AI use for documentation where feasible; however, certain administrative tools may be integral to operations.