Grossman & Grossman, Ltd. Client and Family Information Handout

*Clients and their families are provided with the following rights:*

* To be treated with dignity, respect and consideration
* To not be discriminated against based on race, national origin, religion, gender, sexual orientation, age, disability, marital status, diagnosis, or source of payment
* To receive treatment that supports and respects the client’s individuality, choices, strengths and abilities; that supports the client’s personal liberty, according to a court order by the client’s consent; and is provided in the least restrictive environment that meets the client’s treatment needs.
* To receive treatment that incorporates the family members, guardian, and/or other support persons as appropriate
* To not be prevented or impeded from exercising the client’s civil rights unless the client has been adjudicated incompetent or a court of competent jurisdiction has found that the client is unable to exercise a specific right or category of rights.
* To submit grievances to Grossman and Grossman and/or complaints to outside entities without constraint or retaliation.
* To have grievances considered by Grossman and Grossman in a fair, timely and impartial manner.
* To seek, speak to, and be assisted by legal counsel of the client’s choice at the client’s expense.
* To receive assistance from a family member, designated representative, or other individual in understanding, protecting or exercising the client’s rights.
* To have client’s information and records be confidential and released only as permitted by state and federal law (under R9-10-1908), court order, or as authorized in writing by the client’s legal guardian.
* To privacy in treatment, including the right to not be fingerprinted, photographed, or recorded without written consent by the parent/guardian prior to the event and with full disclosure of the intended use of the image. Use of an image for promotion, marketing and financial gain is strictly prohibited. Exception: photographing for administrative purpose as provided by ARS Title 36-507 (2) and for video recordings used for security purposes and that are maintained only on a temporary basis.
* To review, upon written request by the client’s legal guardian, the client’s record during normal agency business hours or at a time agreed upon between the client’s legal guardian and the contractor according to ARS12-2293,12-2294,12-2294.01; to review at the agency the report of the most recent inspection of the premises conducted by ADHS, and any plan of correction in effect as required by ADHS.
* To be informed of all fees that the client is required to pay and of the agency’s refund policies and procedures before receiving a behavioral health service, except for a behavior health service provided to a client experiencing a crisis situation.
* To consent to treatment, unless treatment is ordered by a court of competent jurisdiction after receiving a verbal explanation of the client’s condition and the proposed treatment, including the intended outcome, the nature of the proposed treatment, any procedures involved in the proposed treatment, risks or side effects of the proposed treatment and any alternatives to the proposed treatment.
* To be free from abuse, neglect, exploitation, coercion, manipulation, sexual abuse, sexual assault, restraint or seclusion, retaliation for submitting a complaint to the Department or another entity, and misappropriation of personal and private property by a counseling facility’s personnel member, employee, volunteer, or student.
* To be offered or referred for the treatment specified in the client’s treatment plan or to receive a referral to another agency if this agency is unable to provide a behavioral health service that the client requests or that is indicated in the client’s treatment plan.
* To have the client’s parent, guardian, custodian, or agent participate in treatment decisions and in the development and periodic review and revision of the client’s written treatment plan.
* To give general consent and, if applicable, informed consent to treatment, refuse treatment or withdraw general or informed consent to treatment, unless the treatment is ordered by a court according to ARS Title 36, Chapter 5, is necessary to save the client’s life or physical health, or is provided according to ARS 36-512
* To be free from abuse, neglect, exploitation, coercion, manipulation, retaliation for submitting a complaint, discharge/transfer/threat of discharge for reasons unrelated to the client’s treatment needs, except as established in the signed fee agreement, treatment that involves the denial of food/sleep/opportunity to use the toilet, restraint or seclusion of any form.
* To participate or refuse to participate in religious activities.
* To control the client’s own finances except as provided by ARS 36-507(5).
* To participate or refuse to participate in research or experimental treatment; to give informed consent in writing/refuse to give informed consent/withdraw informed consent to participate in research or in treatment that is not professionally recognized
* To be free from performing any labor for the agency.
* To refuse to acknowledge gratitude to Grossman and Grossman through written statements, other media, or speaking engagements at public gatherings.
* Smoking of any kind is prohibited in or on the property of any facility where the Contractor provides services to clients.
* If enrolled in a regional behavioral health authority as an individual, to receive assistance from that agency in understanding, protecting or exercising client rights.
* To receive information on creating an advance psychiatric directive for a mental health care power of attorney
* To ask questions if I or my family members need assistance in understanding any aspect of my client rights

*Your Rights Regarding Your Health Information and Privacy Practices*

**How We Collect Information About You:** Grossman & Grossman, Ltd. and its employees collect data through a variety of means including but not necessarily limited to intake forms, psychotherapy case notes, letters, phone calls, emails, voice mails, staffing and from intake information received by a referring agency that is necessary in the development and implementation of your treatment plan.

**What We Do Not Do With Your Information:** Information about your history that you provide to us in writing, via email, on the phone (including information left on voice mails), directly or indirectly given to us, is held in strictest confidence. We do not give out or disseminate any information about clients who receive our services that is considered client confidential or is restricted by law.

**Records are maintained and released electronically** and are always HIPAA and HITECH compliant.

**How We Do Use Your Information:** Information is only used as is reasonably necessary to provide you with counseling services which may require communication between Grossman & Grossman Ltd and other agencies involved in your care and treatment to determine the type of counseling services are necessary. We will first obtain a written authorization release form from you prior to the release or verbal sharing of any information about you or your treatment with our agency. Grossman & Grossman may only release information that has been generated by the employees of Grossman & Grossman, Ltd in their treatment work with you. Any information received from other agencies will not be released by Grossman & Grossman, Ltd.

**Limited Right to Use Non-Identifying Personal Information From Other Sources:** Any written therapy work becomes the property of Grossman & Grossman, Ltd. and is placed in your confidential and privacy protected client file.  We respect your right to privacy and assure you no identifying information will ever be publicly used without your prior direct consent.

***Consent to Treatment and Limited Confidentiality***

Grossman & Grossman is a specialty agency for trauma/behavior stabilization and clients will be referred back to their case manager/ health home once treatment goals have been met for on-going counseling and support needs. I have been referred for counseling and I understand that counseling should provide significant benefits but may also pose some risks in that it may elicit uncomfortable thoughts and feelings, or may lead to the recall of troubling ++memories. I understand that the type of treatment, the treatment modality and treatment goals will be established with me during my first one to two meetings with a therapist. I further understand that these treatment goals will be revised as necessary and that I will have input into both my initial treatment goals as well as any subsequent revisions of my treatment goals. My treatment goals will be reviewed every 90 days (or earlier if needed). I understand that if I am referred for treatment by an agency and my treatment is funded by that agency that my therapist must speak openly and freely with the agency about my treatment and any related issues. This includes, but is not limited to, verbal phone contact and messages, email messaging that is secure and providing a written monthly report with session case notes of my counseling progress. A release form for the agency must be signed.

Any other sharing of information will require a specific signed release form that indicates who the information can be released to, what information can be released and the purpose for the release of information as well as an expiration date (maximum one year) for the signed release. I further understand that I can revoke a release that I have signed, but that will not affect any information that was released prior to the signing of the release. There are certain exceptions to confidentiality: 1. When there is a risk of imminent danger to myself or by me to another person; the therapist is legally bound to take necessary steps to prevent such danger .2. When there is information or suspicion of sexual or physical abuse of a child, the therapist is legally bound to report this to the proper authorities. 3. When there is a valid court order for the release of information, the therapist will comply with the law and for probation funded clients will direct any order to the probation department.

*I understand that if I am in treatment with a master’s level therapist who is working on licensure, an internship student from an accredited Master in Counseling program, or a behavioral health technician, they will be under clinical supervision with a supervisor of G&G and will discuss my case openly in sessions. My consent to treatment is with the agency of Grossman & Grossman, Ltd. and its therapists, internship students, and behavioral health technicians. For any concerns please directly contact Clinical Director Holly Zachry, one of the clinical supervisors Drew Pease, Andrea Thomas, Robin Cowan, Rachel Barcelo, or Jon Grossman Executive Director at 602-468-2077.*

***Client Complaint Procedure***

If you have a complaint about the service you are receiving at or feel you have been denied admission or have been discharged from at Grossman & Grossman, Ltd. treatment without cause, or feel you have been discriminated against in any manner, you are encouraged to access the agency complaint process. You may directly contact the Executive Director Jon Grossman (602-410-6637) regarding your complaint and if the result of the phone contact does not resolve the situation, we encourage you to submit your complaint in writing so that a meeting can be held to address your complaint and provide a written record. You may contact Phyllis Grossman, Administrative Director (602-410-6635) for the appropriate form and may also request assistance in completing the form.

The complaint should be sent to the Executive Director who will set up a meeting with the therapist and arrange to meet with you within five (5) working days to attempt resolution of the complaint. Additional meetings may be scheduled to include other treatment team members with your approval (such as case manager, probation officer). If you are unable to reach a resolution with our agency you are entitled to file a complaint with our agency funding sources for which we are contracting for your treatment services: Your utilization of the complaint process will not affect the services you are receiving or the way in which you are treated.

ADHS Bureau of Medical Facilities Licensing

150 North 18th Avenue, # 450, Phoenix AZ 85007 Phone 602-542-1025

***Client Fee/Refund Policy***

This policy outlines the funding sources for the fee for services of the agency:

* Client fees will be based upon the contractual fee for service agreement in which they fall under.
* For probation referred clients, the probation department may assess the family for costs related to treatment but the determination for these costs are made by the probation financial department and not by Grossman & Grossman, Ltd. and these fees are paid directly to the probation department.
* Self-Pay clients will receive and sign a financial agreement. Services will be provided, and payment will only be collected if those services are provided. Should there be any refunds due, a check shall be issued and mailed within thirty (30) days. A charge of $25.00 will be assessed for any returned personal/business check. We require a minimum of one full business day (24 hours) prior to your appointment, or you may be charged the full hourly fee for the time you reserved for the appointment.
* If a client is funded by a private insurance carrier who accepts invoices from this agency, the insurance carrier will notify this agency of the co-pay amounts the client is to be charged based on the current coverage. This agency will be responsible for collecting these fees if they apply
* Clients who are 30 days or more delinquent in payment for treatment services that they have received, may be suspended from further treatment until their financial account is brought current.

Grossman & Grossman, Ltd. has a right to change fees and will ensure a client, or, if applicable, a family member, guardian custodian, designated representative, or agent receives written notice thirty (30) days prior to any changes in our fee policy. Notification of fee changes will also be posted in the waiting area thirty (30) days prior to any changes.

***Safe Harbor Agreement***

**We have found that involvement of the therapist or counseling records in court proceedings often has a negative effect on successful completion of therapy and may damage the therapeutic relationship between the therapist and child client and the parents/guardians. Agency therapists are not forensically trained and are unable to provide court testimony or make recommendations. Parents are encouraged to obtain the services of a licensed psychologist for any court proceedings.**

**Purpose of this Agreement**

Our therapeutic goal is to provide a place that children deem safe to be able to speak with their therapist about any apprehension, concerns or issues without fear that what they say will be used to interfere with, or create problems in their relationship with either parent. The parents acknowledge the importance of the therapist session as being a safe harbor – a place where children can be truthfully assured that what they say will not be disclosed to either the other parent or a court. The purpose of this Agreement is to establish limits on when and how information related to the therapy will be disclosed so that the minor client has a safe place in which to engage in therapy.

**Scope of this Agreement**

This Agreement covers all information that is exchanged between the therapist and the Minor Client during the course of therapy, including information obtained from collateral sources such as parents, teachers and other providers as well as records maintained by the therapist for therapy. You and the therapist agree that neither you, nor anyone otherwise authorized by you (for example your attorney) will seek to compel the therapist to disclose any information or records related to the therapy except when and to the extent the therapist determines, based on the therapist’s professional judgment, that it is appropriate to do so.

You and the Provider/therapist also agree that:

* The therapist will not be serving as an expert or forensic witness and will not issue any professional opinions verbally or in written form, related to the therapy unless the therapist agrees to do so.
* Neither parent shall, nor will either parent permit his/her attorney to subpoena the therapist or their clinical notes to a trial, hearing, deposition, or arbitration.
* There will be no audio and/or video recording of counseling sessions without the express written permission of both sets of parents/guardians and the therapist.
* The therapist will refrain from comments regarding the other parent or otherwise participating in any way in divorce/custody case or settlement activities. The therapist is limited to reporting only what a child has said or behavior displayed in a therapy session.

**Effect of this Agreement**

In many circumstances, parents are entitled by law to obtain information and records about their child’s therapy. The therapist does prepare a monthly summary report of counseling and treatment goals each month and this report is provided to those individuals/agencies who are authorized in writing by the Parent(s)/ Legal Guardian(s). This information will apprise you of the Minor Client’s status and progress in general terms.

**Exceptions to the Safe Harbor Status**

There are situations where the therapist is required to disclose information and or records regarding the Minor Client’s therapy even if neither you nor the Minor Client want the therapist to do so. These situations include, but are not necessarily limited to:

* If the therapist receives information from the Minor Client or others indicating that abuse or neglect of a minor or abuse or neglect of a vulnerable adult has occurred, in which case the therapist may have to report that information to a law enforcement agency or to other government entities.
* If the Minor Client or another person has communicated to the therapist a threat of violence to the Minor Client or to some other potential victim, in which case the therapist may have to inform the potential victim and/or a law enforcement agency of the threat.
* If the Minor Client has specialized terms of probation where counseling is being funded by the juvenile court, the therapist is expected to discuss probation related issues with the assigned Probation Officer.

**Responsibility**

Any party, or his/her attorney, who seeks to interrogate or subpoena the therapist shall be liable for all attorney fees and costs incurred by the Provider.

**Termination**

Therapy will terminate at a mutually agreed upon time, or such earlier time as the therapist believes that the terms of this agreement are not being met, and/or if the therapist believes that a continued therapeutic relationship would not be appropriate.

**Acknowledgement**

You acknowledge that you are the parent(s) and/or legal guardian(s) of the Minor Client receiving therapy. You are advised to submit a copy of this agreement to your attorneys prior to executing the document or waive the opportunity to do so and agree to be bound by its terms.

***Important Phone Numbers***

**Maricopa Crisis 602-222-9444 Crisis Hotlines by County 1-800-631-1314**

**Arizona Complete Health Crisis 1-866-495-6735** **Health Choice Crisis 1-877-756-4090**

**Child Abuse Hotline 1-888-767-2445 National Suicide Prevention Hotline 1-800-273-8255**

**Grossman & Grossman, Ltd. 602-468-2077, PO Box 14948 Scottsdale, AZ 85260** [**team@grossmantherapy.com**](mailto:team@grossmantherapy.com) **rev 06.16.17.pg**