

## **CLIENT HANDBOOK**

Counselor's Name:	Phone:

### **EMERGENCIES**

### WHAT IS AN EMERGENCY?

An emergency is a life-threatening situation in which an individual is imminently threatening harm to self or others, severely disoriented or out of touch with reality, has a severe inability to function, or is otherwise distraught and out of control.

Examples: Acting on a suicide threat, Homicidal or threatening behavior, Self-injury needing immediate medical attention, severely impaired by drugs or alcohol, highly erratic or unusual behavior that indicates very unpredictable behavior and/or an inability to care for themselves.

### WHAT DO I DO IF I HAVE AN EMERGENCY?

- Call 911. Police officers can come to your house and do a quick assessment, and if necessary, take the person to a Baker Act Admitting Facility for the person to spend 24-72 hours in a safe place.
- Call your local Baker Act Admitting Facility
- Once your family member is safe, contact your counselor
  - o If the counselor is not there, please leave him/her a voicemail.
  - o If the counselor accepts text messages, you can leave a text.
  - Please understand that if it is after hours, the counselor may not be able to return your call right away, but please leave a message.

### Additional Phone Numbers or Resources that you can call:

Abuse Reporting Hotline: 800-96-ABUSE Suicide Hotline: 800-SUICIDE Abuse/Neglect Hotline: 800-962-2873 Domestic Violence Hotline: 800-799-SAFE Sexual Assault Hotline: 800-656-HOPE Teen Talk Line 800-273-TALK

### Congratulations on taking the first step towards YOUR Wellness and Recovery!

Below you will find information about privacy, practices, expectations, and answers to many other questions people have when starting services. If you have questions, please ask your clinician directly or contact us at 800-840-2528.

### WHAT CAN YOU EXPECT FROM COUNSELING?

- **COLLABORATION**: YOU will be the driving force behind what you work on and how, but that therapy works best when your support system is involved in some way. This may be family, friends, school, your church, or other local supports. We will keep your Individual Strengths, Needs, Abilities, Preferences, and Challenges in mind when planning and working with you. We will try our best to accommodate your schedule.
- PERSONAL GROWTH: Therapy provides an opportunity to better and more deeply understand yourself as well as any problems or difficulties that you're experiencing. Participating in therapy may result in a number of benefits, including reduced stress and anxiety, a decrease in negative thoughts and self-sabotaging behaviors, improved relationships, and increased self-confidence. The issues presented by the client may result in unintended outcomes, including changes in personal relationships. The client should be aware that any decision on the status of his or her personal relationships is the responsibility of the client. During the therapeutic process, many clients find that they feel worse before they feel better. This is generally a normal course of events.
- **ENGAGEMENT**: For therapy to work, it often requires substantial effort on the part of the client (YOU) including an active participation in the process, honesty, and a willingness to change your feelings, thoughts and behaviors. Therapists reserve the right to close your case if they feel you are non-compliant with therapeutic activities or company procedures. If so, we will refer you to another agency.
- Therapists cannot provide transportation for you or your children

### **OUR PROMISES TO YOU, OUR CLIENT:**

- **SAFETY** We want you to be and feel safe while in our care, we use only models and methods for care that have evidence supporting both safety and efficacy to participants
- RESPECT You and your family will be treated with respect by all Big Bear Behavioral Health staff.
- **FAIR TREATMENT** Your religious and cultural beliefs will be respected. You will not be treated differently based on your age, sex, race, or ethnic group.
- **CONFIDENTIALITY** Information about you will not be shared with anyone without your permission, but there are exceptions to this rule by law. (see page 3) To preserve trust and encourage success, and depending on client age, we may share private information with the family only on an as needed basis to maintain safety. **Information that your child shares with the clinician is considered private.**

### **YOUR RESPONSIBILITIES AS A CLIENT:**

- ATTENDANCE You are expected to keep appointment times. If you cannot keep the appointment, please call the counselor with at least 24 hours' notice. Please be aware that therapists will close your case if there are more than 3 late cancelations or no-shows within 2 months. If closed, you can re-apply for services by submitting a referral form.
- PARENTAL INVOVLEMENT When working with children, a legally responsible adult <u>must</u> be present in the home in order for the therapist to perform services. In order get the best results for your family; we ask you to respect the therapist's skills, to ask questions, and to strive to be involved in the treatment for children in your care.
- **PARTICIPATION** This is YOUR treatment, so you can only get better if you participate. You are expected to participate in treatment and follow recommendations. This could include treatment plans, following recommendations, and completing therapy homework.
- NOTIFICATION OF CHANGES You must inform the counselor if you move, change phone numbers, etc.
- **PAYMENT** Some insurance coverage might require a co-pay. You are responsible to pay any co-pay to the therapist on the day of services. If your insurance coverage stops, you will be given the option to self-pay, stop services immediately, or to contact your insurance to seek more services. Psychamerica reserves the right to close your case if you fail to pay such co-pays as required by law. If we must terminate services due to non-payment or insurance, we will assist in referring to other providers.

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### Health Insurance Portability Accountability Act (HIPAA)



### **Client Rights & Therapist Duties**

This document contains important information about federal law, the Health Insurance Portability and Accountability Act (HIPAA), that provides privacy protections and patient rights with regard to the use and disclosure of your Protected Health Information (PHI) used for the purpose of treatment, payment, and health care operations. HIPAA requires that we (Big Bear) provide you with a Notice of Privacy Practices (the Notice) for use and disclosure of PHI for treatment, payment and health care operations. The Notice, which is attached to this Agreement, explains HIPAA and its application to your PHI in greater detail. The law requires that we obtain your signature acknowledging that we have provided you with this. If you have any questions, it is your right and obligation to ask so we can have a further discussion prior to signing this document. When you sign this document, it will also represent an agreement between us. You may revoke this Agreement in writing at any time. That revocation will be binding unless we have taken action in reliance on it.

#### LIMITS ON CONFIDENTIALITY

The law protects the privacy of all communication between a patient and a therapist. In most situations, we can only release information about your treatment to others if you sign a written authorization form that meets certain legal requirements imposed by HIPAA. There are some situations where we are permitted or required to disclose information without either your consent or authorization. If such a situation arises, we will limit my disclosure to what is necessary. **Reasons we may have to release your information without authorization:** 

- 1. If you are involved in a court proceeding and a request is made for information concerning your diagnosis and treatment, such information is protected by the psychologist-patient privilege law. We cannot provide any information without your (or your legal representative's) written authorization, or a court order, or if we receive a subpoena of which you have been properly notified and you have failed to inform us that you oppose the subpoena. If you are involved in or contemplating litigation, you should consult with an attorney to determine whether a court would be likely to order us to disclose information.
- 2. If a government agency is requesting the information for health oversight activities, within its appropriate legal authority, we may be required to provide it for them.
- 3. If a patient files a complaint or lawsuit against us, we may disclose relevant information regarding that patient in order to defend ourselves.
- 4. If a patient files a worker's compensation claim, and we are providing necessary treatment related to that claim, we must, upon appropriate request, submit treatment reports to the appropriate parties, including the patient's employer, the insurance carrier or an authorized qualified rehabilitation provider.
- 5. We may disclose the minimum necessary health information to Big Bear business associates that perform functions on our behalf or provide us with services if the information is necessary for such functions or services. Our business associates sign agreements to protect the privacy of your information and are not allowed to use or disclose any information other than as specified in our contract.

There are some situations in which we are legally obligated to take actions, which we believe are necessary to attempt to protect others from harm, and we may have to reveal some information about a patient's treatment:

- 1. If we know, or have reason to suspect, that a child under 18 has been abused, abandoned, or neglected by a parent, legal custodian, caregiver, or any other person responsible for the child's welfare, the law requires that we file a report with the Florida Abuse Hotline. Once such a report is filed, we may be required to provide additional information.
- 2. If we know or have reasonable cause to suspect, that a vulnerable adult has been abused, neglected, or exploited, the law requires that we file a report with the Florida Abuse Hotline. Once such a report is filed, we may be required to provide additional information.
- 3. If we believe that there is a clear and immediate probability of physical harm to the patient, to other individuals, or to society, we may be required to disclose information to take protective action, including communicating the information to the potential victim, and/or appropriate family member, and/or the police or to seek hospitalization of the patient.

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### **CLIENT RIGHTS AND THERAPIST DUTIES**



### **Use and Disclosure of Protected Health Information:**

- For Treatment We use and disclose your health information internally in the course of your treatment. If we wish to provide information outside of our practice for your treatment by another health care provider, we will have you sign an authorization for release of information. Furthermore, an authorization is required for most uses and disclosures of psychotherapy notes.
- For Payment We may use and disclose your health information to obtain payment for services we provide to you.
- For Operations We may use and disclose your health information within Big Bear Behavioral Health as part of our internal operations. For example, this could mean a review of records to assure quality. We may also use your information to tell you about services, educational activities, and programs that we feel might be of interest to you.

### Patient's Rights:

- **Right to Confidentiality** You have the right to have your health care information protected. If you pay for a service or health care item out-of-pocket in full, you can ask us not to share that information for the purpose of payment or our operations with your health insurer. We will agree to such unless a law requires us to share that information.
- **Right to Request Restrictions** You have the right to request restrictions on certain uses and disclosures of protected health information about you. However, we are not required to agree to a restriction you request.
- Right to Receive Confidential Communications by Alternative Means and at Alternative Locations You have the right to request and receive confidential communications of PHI by alternative means and at alternative locations.
- Right to Inspect and Copy You have the right to inspect or obtain a copy (or both) of PHI. Records must be requested in writing and release of information must be completed. Furthermore, there may be a copying fee charge of \$1.00 per page. Please make your request well in advanced and allow 2 weeks to receive the copies. If we refuse your request for access to your records, you have a right of review, which we will discuss with you upon request.
- **Right to Amend** If you believe the information in your records is incorrect and/or missing important information, you can ask us to make certain changes, also known as amending, to your health information. You have to make this request in writing. You must tell us the reasons you want to make these changes, and we will decide if it is and if we refuse to do so, we will tell you why within 60 days.
- **Right to a copy of this notice** If you received the paperwork electronically, you have a copy in your email. If you completed this paperwork in the office at your first session a copy will be provided to you per your request or at any time.
- **Right to an Accounting** You generally have the right to receive an accounting of disclosures of PHI regarding you. On your request, we will discuss with you the details of the accounting process.
- **Right to choose someone to act for you** If someone is your legal guardian, that person can exercise your rights and make choices about your health information; we will make sure the person has this authority and can act for you before we take any action.
- **Right to Choose** You have the right to decide not to receive services with us. If you wish, we will provide you with names of other qualified professionals.
- **Right to Terminate** You have the right to terminate therapeutic services with us at any time without any legal or financial obligations other than those already accrued. We ask that you discuss your decision with your therapist in session before terminating or at least contact your therapist or their supervisor by phone letting them know you are terminating services.
- Right to Release Information with Written Consent With your written consent, any part of your record can be released to any person or agency you designate. We will discuss whether or not we think releasing the information in question to that person or agency might be harmful to you.

### Therapist's Duties:

• We are required by law to maintain the privacy of PHI and to provide you with a notice of our legal duties and privacy practices with respect to PHI. We reserve the right to change the privacy policies and practices described in this notice. Unless we notify you of such changes, however, we are required to abide by the terms currently in effect. If we revise our policies and procedures, we will provide you with a revised notice in office during your session.

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### **CLIENT HANDBOOK 2017**



### YOUR FEEDBACK MATTERS!

We look forward to partnering with you in working toward emotional wellness. We want you to know that you can always contact us with any questions or concerns you may have. You are welcome to connect with your clinician or targeted case manager directly, speak to a supervisor, contact the office, or escalate the matter further if needed/desired.

Below you will find a link to our Client Satisfaction Survey. We are always interested in hearing from you and encourage you to use this link to provide feedback at any time.

# https://www.surveymonkey.com/r/BBClientSS

Also, please feel free to contact us at the following numbers:

Office Number	Referrals & Clinic	800-840-2528
Director of Targeted Case Management	Lisa Padua	800-840-2528 ext 3
Director of Quality Assurance	Tom Cuttino	863-866-1098
East Regional Clinical Director (Orange, Osceola, Seminole, Lake, Brevard, Volusia, Flagler, St. Johns, Duval Counties)	Elizabeth Aulds	321-663-2724
West Regional Clinical Director (Polk, Marion, Sumter, Citrus, Hernando, Pasco/Pinellas, Hillsborough, Manatee, Sarasota Counties)	Carrie Hughes	863-606-8539
Behavioral Health Home Program Manager	Ryan Fontaine	407-739-5561

#### **COMMENTS & CONCERNS**

You can send us any feedback, complaints, etc. to:

### feedback@bigbearcounseling.org or

BIG BEAR BEHAVIORAL HEALTH - Quality Assurance Director, P.O.BOX 784719 Winter Garden FL 34478

If you think we may have violated your privacy rights, or you disagree with a decision we made about access to your protected health information, you may file a complaint with the person listed below. You also may file a written complaint with the Secretary of the U.S. Department of Health and Human Services at 200 Independence Avenue SW, Washington D.C., 20201. We will take no retaliatory action against you if you make such complaints.

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YOUR SIGNATURE BELOW INDICATES THAT YOU HAVE RECEIVED THIS HANDBOOK AND AGREE TO ITS TERMS AND SERVES AS AN ACKNOWLEDGEMENT THAT YOU HAVE RECEIVED THE HIPAA NOTICE FORM DESCRIBED ABOVE.

Print Client's Name	date
Client's Signature (guardian if under age 18)	date
Print name of Signer if not client	Relationship to client

CLINICIAN: SCAN THIS PAGE INTO CLIENT'S FILE

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