



## **Associated Counseling Group**

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## **CLIENTS RIGHTS AND RESPONSIBILITIES**

### **Treatment Philosophy**

Associated Counseling Group bases its services on the following treatment philosophy:

1. The dignity and individual rights of all persons receiving services shall be respected and protected.
2. Patients/Clients are entitled to effective and efficient services in the least restrictive environment necessary to meet their needs. Successful community based treatment depends on the active involvement of Associated Counseling Group staff, patients, family members and the community. Most importantly, patients/clients are entitled to receive quality services individually designed to meet their needs.

Associated Counseling Group will facilitate the development of an individual's inherent strengths in such a way that personal, family and social systems and factors affecting the individual will be utilized to the greatest benefit of the patient/client. The least restrictive environment is the psychological and physical setting wherein each patient/client shall have the maximum freedom of expression choice and physical movement which they are capable of handling. Any restrictions shall be based upon the patient's/client's skills, abilities and treatment needs as determined by the exercise of clinical judgment and patient/client involvement.

### **Client and family involvement.**

Associated Counseling Group staff, patients/clients, family and community shall be involved in the appropriate phases of assessment, treatment planning, treatment process, discharge planning and aftercare whenever it is feasible to do so.

Associated Counseling Group's clinical service system planning includes the provision of continuity in care by facilitating a smooth transition between Associated Counseling Group and the patient's/client's subsequent involvement with another provider's within Associated Counseling Group or in the patient's/client's home environment and primary care physician or care taker.

Patients/Clients will have an individual treatment plan focusing on personal needs congruent with the patient's/client's developmental and cognitive ability, social and cultural background, strengths and weaknesses.

### **Orientation.**

All patients/clients shall have an orientation to the program and their treatment, including staff procedures and responsibilities, and client responsibilities. Duties and expectations of both patients/clients and staff shall be clarified during orientation.

### **Discrimination**

Clients have a right not to be discriminated against due to race, religion, creed, color, ethnicity, gender, sexual orientation, economic status, or handicap. All of Associated Counseling Group members/employees have received specific training in meeting multicultural/diversity needs. All staff is required to respect all persons and to treat all clients equally according to the Associated Counseling Group Philosophy, Values and Mission Statement.

### **Consent for Treatment**

Clients have the right to decide if they want to receive services. Associated Counseling Group does not, cannot, and will not order anyone to participate in Associated Counseling Group services. If clients are court ordered for services and the referral to provide these services is requested through Associated Counseling Group, we will make every effort in providing the most effective, efficient services possible to the client(s). Associated Counseling Group has the obligation to inform the courts, probation officer, parole officer, Board of Mental Health or the referring party of a client's lack of attendance and compliance with services referred by one of the aforementioned entities. Associated Counseling Group retains the right to deny services for any or all of the following reasons: the level of

care referred is inappropriate, there is a conflict of interest or potential for a conflict of interest, there is a lack of providers or funding, etc. In the event that any of the aforementioned occurs Associated Counseling Group will make every effort to provide the referral source and/or the client other resources/providers in the community. The client may request a written explanation of Associated Counseling Group's decision. When the client is a minor, the parent or legal guardian needs to provide written permission to allow Associated Counseling Group to treat the individual.

### **Confidentiality**

Clients have the right to expect that their records are kept confidential (see privacy practices). All staff is trained in confidentiality. Records are handled carefully and kept in cabinets that lock when not in use. Client records are the property of the agency. Clients have the right to review their records in the presence of Associated Counseling Group personnel unless it has been deemed inappropriate, or dangerous to do so (for example, the information could exacerbate the client's current issues or mental state of mind).

When the client is a minor, the specific content of the sessions between the minor and therapist will remain confidential. The minor has the right to request that information about his/her treatment not be shared with the parent/guardian, referral source or probation officer. However, this request is not always guaranteed, as all information concerning danger/safety to the minor will be reported (see confidentiality clarification below). Additionally, information, which involves a court order or mandate from the State, may be shared as necessary. General reports on the minor's progress will be made to the parent/guardian, referral source or probation officer.

### **Emergency Support**

Clients have the right to receive support and assistance in emergencies. During your first session with Associated Counseling Group employee/member you will receive information on how to follow appropriate protocol in the event that there is an emergency.

Clients are always urged to contact appropriate law enforcement (911) or go to their nearest emergency room when life-threatening crises occur. If the emergency is not life threatening and you would like to speak with an Associated Counseling Group member you will be given information for on call services.

### **Confidentiality Clarification**

Associated Counseling Group and its employees will keep confidential any information disclosed by the client in the course of their relationship, and this information will not be disclosed to other parties without a written release signed by the client. However, there are certain exceptions to these Clients' Right:

**Disclosure of Abuse/Endangerment** - If the client discloses information that someone is being abused or endangered, Associated Counseling Group and its employees are required by law to report this information to Protective Services.

**Duty to Warn** - Associated Counseling Group employee believes that if a client poses a threat to themselves or others, Associated Counseling Group is ethically bound to disclose this information to the appropriate persons/agencies.

**Court Subpoena Records** - It is within the power of the court system to subpoena client records from the agency and/or subpoena the Associated Counseling Group employee at which time confidentiality may not be guaranteed.

**Client Release of Information** - The client will sign a release of information allowing the Associated Counseling Group employee to disclose information on their behalf to the individual/agency listed on the document if required.

**Consultation** - Associated Counseling Group employees are required to seek supervision of their cases as needed or requested by Associated Counseling Group staff or Nebraska licensing agencies. This supervision can include a consultation team consisting of other Associated Counseling Group staff. Review of audio/video tapes of sessions may be used for training and/or supervision purposes, but as stated earlier, this will not be done without the client's written consent.

### **Ethics**

Clients have the rights to be treated in a professional manner. Associated Counseling Group employees will not engage in dual relationships with clients. In other words, Associated Counseling Group employees will not become friends or business associates; engage intimate activities outside of Associated Counseling Group service and/or intimate relationships with clients. Associated Counseling Group employees will follow all legal, professional and

ethical guidelines regarding service provision to clients. Associated Counseling Group employees will maintain an attitude of respect for all clients at all times.

#### Grievances

Associated Counseling Group affirms the right patients/clients or persons acting on their behalf to appeal any decision made or action taken by Associated Counseling Group regarding the patient/client. It is the responsibility of Associated Counseling Group employees/staff to explain and model ways of resolving problems, including discussions, compromise and the right to appeal when contacted about complaints regarding care or care decisions.

#### **Grievance procedure.**

If any Associated Counseling Group patients/clients believes that they have been subjected to, or is likely to be subjected to inappropriate care or to conduct, corrective action or management decisions that are discriminatory, unfair or illegal they are encouraged to discuss the matter(s) with their therapist, psychologist, or support staff. If for any reason they do not feel the matter has been resolved during this initial discussion, they may ask to meet the program director. Upon notification by either party of the matter of concern, the program director shall schedule a meeting to occur with both parties in an attempt to resolve the matter and simultaneously advise the owner of Associated Counseling Group of the matter. If the matter remains unresolved at the conclusion of that meeting, the patients/clients may submit in written form a grievance to Associated Counseling Group owner. It is to include the names of the individuals whom the grievance is directed and a description of the circumstances associated with the grievance. The ACG owner or those designated to speak/operate on his behalf will respond in writing within three working days to the author of the grievance to inquire if they would be willing to meet with the owner or his designee, the person including the program director to resolve the grievance. The complainant has seven working days to indicate if they are willing to participate in such a meeting. If the complainant is not willing or unable to meet an answer will be provided to the complainant within five working days to the complainant and the individual whom the grievance was directed. If the grievant is willing to meet a meeting will be scheduled at the earliest convinces of all parties involved. The owner will establish a meeting with staff identified in the grievance within the same three working days to advise them of the complaint. The staff will have three working days to provide a written explanation of the situation. The grievant has seven working days from the date of the response from the owner or his designee on the grieved matter, to respond in writing indicating whether they are satisfied with the answer provided. If there is not a written response within five working days by the grievant the matter is to be considered resolved. If the grievant is not satisfied with the response and has responded within five working days the matter will be reconsidered and Associated Counseling Group owner or his designee will make a final decision on the matter. Should the grievant still be unsatisfied with the outcome they may take the matter to an outside party at their own expense. All parties will be notified of their right to obtain private counsel in the matter.

#### **Interventions**

Patients/Clients have a right to be free from verbal abuse and psychological harassment. Associated Counseling Group shall be free of degrading procedures and communication patterns that are derogatory or damaging to the dignity and self-respect of the patients/clients. However, in many cases, patients/clients must be confronted regarding their inappropriate or maladaptive social, psychological or behavioral strategies and using therapeutically appropriate means, Associated Counseling Group is obligated to do so in order that progress can be made toward individual treatment goals. These confrontations may be viewed by the patients/clients as threatening or offensive, but they should not be confused with abuse or harassment. Physical intervention with patients/clients will not only be used to prevent patients/clients from harming themselves or others or from causing serious property damage. The degree or amount of physical intervention used will be only that necessary to control the aggressive, assaultive or life endangering behavior. The duration of the intervention will be limited to the time necessary for the client to control his/her behavior. If possible, the reasons for the intervention shall be explained to the patients/clients during the period of intervention. In all cases, the reason for the intervention and mechanisms to avoid having to use physical intervention in the future will be discussed during debriefing session held shortly after the event. Physical punishment shall not be used in the treatment and care of patients/clients.

#### **Client Responsibilities**

As a client of Associated Counseling Group it is your responsibility to attend all scheduled appointments. It is your responsibility to show up on time for each session. Clients more than 15 minutes late, without notification, will be considered a no show and may be charged for that session. Associated Counseling Group understands that at times it may be necessary to cancel or reschedule appointment times. To help assist others who may use this time, we ask that if you are unable to attend a scheduled session you understand that you have the responsibility to inform

the support staff of the scheduling conflict as soon as possible, at least within 24 hours in advance of your scheduled time. (ACG has a 24 hour notification policy and you may incur a full session fee should you fail to notify the office staff of the need to cancel or reschedule a scheduled appointment without 24 hours notice) Any changes or cancellations received after this time will be charged at the standard office fee. To avoid being charged this fee, please call to reschedule or cancel as soon as possible. For Medicaid clients, completion of a mental status assessment, which is part of the pretreatment assessment, is required. If the mental status assessment appointment is cancelled or rescheduled, future treatment may be delayed until the mental status assessment appointment is completed. It is your responsibility to give the support staff your current health insurance information (including secondary insurances) as soon as there are changes. You are ultimately responsible for the fees incurred with services, we will bill your insurance for you as a courtesy, and what ever your insurance does not cover you will be billed the balance. You are responsible for paying your office visit fee/co-pay at the time of sessions. You are responsible for all deductibles, coinsurance, and co-pays. Past due balances will be referred for collections. If a sliding scale fee is requested you are responsible for bringing in an accurate accounting of your financials to the support staff so they may best determine a fee that will work with both you and your therapist. Should you be on a sliding fee it is your responsibility to inform the support staff or the therapist of any decrease or increase in income that may effect your payment agreement and call for adjustments to your payment agreement. You are responsible to make payment on any balance on your account in a timely manner. If you are the parent or legal guardian of the client and another party carries insurance coverage you are still responsible for the charges that are due. By consenting to services you are accepting of the financial obligation of care. This office will bill the insurance company and the parties that have consented to care, not third parties. This office will consider accounts with a balance, which have gone more than 90 days with no activity, delinquent and may be turned over to collection. You will be informed of your account status and be given the opportunity to make payment on your account before any collection action would be taken. It is your responsibility to keep support staff updated on contact information, address changes, phone numbers and so on. You are responsible for rescheduling or canceling your appointments and may be charged if you fail to inform support staff of any inability to attend a scheduled session with less than 24 hours notice; this includes same day call in. Calling in the same day or hours prior to a scheduled appointment time does not qualify as proper notification and may result in your client account being charged the full session fee. Habitual rescheduling or cancellations may result in the termination of services. It is your responsibility to actively participate in each session. If the therapist finds your attendance to be below what is needed to continue to make progress, termination of services with referral may be given.

I have read and understand these rights and responsibilities. I authorize Associated Counseling Group to review, as necessary, for internal auditing and quality improvement and regulatory purposes. Associated Counseling Group attests the confidentiality of these reviews consistent with Associated Counseling Group Notice of Privacy.

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Client Signature \_\_\_\_\_ Date \_\_\_\_\_

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Parent / Guardian Signature \_\_\_\_\_ Date \_\_\_\_\_

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Associated Counseling Group Witness Signature \_\_\_\_\_ Date \_\_\_\_\_