



Spectrum Therapy

Growth, Education and Research Services

Client Services Handbook

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Introduction

We are giving you this information so you are fully aware of important matters concerning the client-agency relationship and Spectrum Therapy LLC policies.

About Us

Spectrum Therapy LLC (“Spectrum Therapy,” “Spectrum,” or “Agency”) offers Applied Behavior Analysis (ABA) therapy, training, and consultation services at the client’s home. Some areas we cover include:

- Applied Behavior Analysis (ABA)
- augmentative & alternative communication
- early intervention programming
- feeding programming
- functional academics
- functional behavior analysis
- functional behavior assessment (FBA)
- functional communication training (FCT)
- home schooling
- home, school, and community behavior management
- Individualized Education Plan (IEP) development and support
- parent and family support
- positive behavior support planning for home and school
- professional development
- social skills programming
- training and education
- transition programming

Definition of Client

At Spectrum Therapy, we provide treatment services tailored to individuals of different ages and consent levels. In this handbook, the term ‘client’ typically encompasses the person undergoing treatment, the parent/guardian of a minor receiving treatment, and the parent/guardian of an adult receiving treatment when legal consent is not possible due to age or ability.

ADA Compliance

The **Americans with Disabilities Act (ADA)** prohibits discrimination against people with disabilities and guarantees equal opportunities for individuals with disabilities in employment, transportation, public accommodations, state and local government services, and telecommunications. We are committed to ensuring our services are accessible to all segments of our community.

Policies Subject to Change

All policies and procedures in this handbook are subject to change at any time without notice.

Contact Us

- **Web** www.spectrumtherapy.com
- **Email** info@spectrumtherapy.com
- **Phone** (800) 555-1234

If you are unable to reach a team member, please leave a detailed message and we will return your phone call as soon as possible.



Participation in the Program

Enrollment in the Program

To reserve a space in one of Spectrum's programs, a new client must complete and sign the Policies & Procedures form. This must be received by the start date of services. Services may not begin until this paperwork is completed. Enrollment requires at least 6 hours of scheduled services per week, unless otherwise arranged. Schedule changes must be confirmed by email.

Transportation & Safety

For the safety of all our families, Spectrum staff members are not allowed to drive or transport a minor child client in a vehicle unless the parent/guardian has signed a Driving Waiver. Spectrum staff members may be passengers in a vehicle with a minor child client if the parent/guardian of the client is the driver.

Spectrum therapists may conduct sessions in community or natural environments. For minor child clients, parents/guardians must: 1) submit written permission, 2) drop off and pick up the child, and 3) attend the session (unless an Unaccompanied Waiver has been signed).

Changes to the Program

The Clinical Director must approve any changes to client program hours.

Withdrawal from the Program

Clients wishing to withdraw from the program for any reason must provide us with at least 15 calendar days' advance written notice. Holiday or vacation times will not count as notice for withdrawals. Failure to adhere to these withdrawal procedures may result in the client being billed for the full 15 calendar days of charges.

Termination from the Program

We reserve the right to terminate a client's treatment program immediately and for any reason, including:

- failure to pay fees on time
- failure to comply with policies
- failure to attend regular hours as scheduled per signed contract
- lack of client cooperation, communication, or respect for the therapy process or therapists



Attendance & Cancellation Policy

Hours of Operation

Business hours are 9:30 AM–5:00 PM, Monday through Friday, year-round. We will not provide services (unless agreed upon in individual cases) during the following:

Holidays

- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Christmas Day

Vacations

- Our therapists are each entitled to 8 days per calendar year as vacation/personal days.

Neither the client nor the insurance company will be billed for holidays or vacation/personal days.

Closures

During severe weather or other unsafe conditions, we may choose to close to prioritize the safety of both clients and staff. In this case, the client will be contacted via their preferred means (text or email) with as much advance notice as possible prior to the appointment time. Neither the insurance company nor the client will be billed.

Attendance

Planned absences

A client that wishes to cancel an appointment(s), due to vacation or other planned event, must inform the Clinical Director in writing at least 30 calendar days before the missed appointment.

For planned absences with at least 30 calendar days' notice, neither the client nor the insurance company will be billed. Otherwise, the insurance company will not be billed but the client will be billed a \$25 cancellation fee per missed appointment.

Unplanned absences

A client that wishes to cancel an appointment(s), due to illness or other unplanned event, must inform the Clinical Director and therapist at least 24 hours before the missed appointment. For cancellations with at least 24 hours' notice, neither the client nor the insurance company will be billed. Otherwise, the insurance company will not be billed but the client will be billed a \$25 cancellation fee per missed appointment.

A client who regularly misses or cancels scheduled appointment times may lose their eligibility to participate and risk termination from the program.



Client Service Agreement

Understanding Intervention & Therapy

Unlike regular doctor visits, intervention and behavior therapy is a process that requires involvement from the client, the client's family, caregivers, and other professionals—such as teachers and therapists—to provide the most cohesive program possible. A few components play a crucial role in the establishment and efficacy of this program:

- compatible and shared behavioral philosophy from all parties interacting with the client
- continuous collaboration from all parties involved to retain a coherent program
- similar goals, direction, and purpose of intervention
- consistent application in strategies and approach to behavior management

Furthermore, while it is generally expected that evidence-based therapy is beneficial, there are no guarantees of success.

Risks of behavior therapy include discussing sensitive aspects of the client's life and experiencing unpleasant behaviors.

However, benefits of behavior therapy include successful interactions with others, solutions to specific problems, and significant skill outcomes.

At the end of each session, therapists will take the final 10 minutes of each session to write session notes or complete any session paperwork.

Notes and data taken at each session are executed by, and remain the property of, Spectrum Therapy.

If the client has any questions or concerns about services or procedures, please use contacts listed in the [Introduction](#) section.

What to Expect

A “client-agency” or “treatment” relationship does not exist until after an initial meeting is completed and all parties decide to move ahead as evidenced by the client's signature for consent.

It is also important for the client to be aware of both the benefits and limitations of services the client will be receiving, and it may, at times, be difficult. We are not liable for skill regression, increased aggression, or any act committed by the client after sessions that results in injury to client or others, or behaviors that occur in Agency, home, and school.

We aim to provide quality services to the best of its ability and knowledge, and to provide techniques and practices based on applied behavior analysis. Clients are encouraged to become aware of these factors and to ask any questions they may have.

Consent to Payment for Services

All fees, deductibles, out-of-pocket expenses, and co-pays must be paid by the client. Any charges that are not covered by insurance must be paid in full by the client. Invoices are sent weekly and all balances must be paid in full by the specified due date.

Payments can be made by cash, credit/debit card, or electronic transfer. Returned payments will be charged \$45. Overdue accounts will be charged \$10 per day for up to 28 days. We may withhold services from, or take legal action against, clients with overdue accounts.

All insurance companies state that eligibility and authorization are not guarantees of service payment. We will bill an initial claim with the insurance company and await payment outcome, which may result in a delay in treatment. To remedy this, clients may choose to pay us directly, and seek reimbursement from the insurance company.



Consent to Indirect Billing for Program Compliance

To remain in compliance with the New York State Autism Insurance Mandate, understand and accept that indirect services, supervision hours, activities, treatment plans, and report writing will take place and be billed to the insurance company. These activities include, but are not limited to:

- reviewing the week's treatment progress
- discussing progress notes and data
- charting data
- graphing data
- making phone calls
- attending conferences
- completing follow-up on patients
- modifying programs
- supervising treatments
- supporting Spectrum staff

Furthermore, clients understand that insurance paperwork may reflect these indirect services and will not be present for some of these activities. We will, to the best of our ability, schedule these indirect services on the same days as direct services to reduce any client co-pay charges.

Consent to Waive Individual Session Verification

Due to the frequent and differing session locations, clients waive their rights to sign for individual session verification. By accepting these policies, clients accept the treatment and session schedule put forth by Spectrum.

Consent to Recording & Photography

The use of digital recording and/or photographs may be used to discuss analyses for program purposes. These will be kept confidential and only be viewed by those working for Spectrum Therapy. Clients have the right to terminate and/or re-initiate permission—in writing—for recording and/or photography, to the Clinical Director at any time.

Consent to Changes in Treatment Plans

Spectrum Therapy is responsible for implementing an intervention based upon Applied Behavior Analysis (ABA) but cannot guarantee wanted outcomes. We will, to the best of our ability, inform the client about changes in treatment plans, but it may not always be possible to discuss these changes prior to implementation. Program changes may be added to existing treatment plans or documented in notes. It is not necessary to rewrite a plan each time changes occur or to require the client or to formally consent to every change.



Confidentiality

HIPAA (Health Insurance Portability & Accountability Act)

A separate *Health Insurance Portability and Accountability Act* (HIPAA) agreement will be sent to the client electronically. Clients may request a printed copy.

Protected Health Information (PHI) & Professional Records

Clients should be aware that, pursuant to HIPAA, Spectrum Therapy keeps Protected Health Information (PHI) about its clients in a set of professional records. This set includes a client's Clinical Record and Client Notes.

Clinical Record

A Clinical Record includes information about a client's reasons for seeking therapy; a description of the ways in which the client's problems impact their life; the client's diagnosis; the goals that have been set for treatment and the client's progress towards these goals; the client's medical, social, and treatment history; any past treatment records that we receive from other providers; reports of any professional consultations; billing records; and any reports that have been sent to anyone, including reports sent to the client's insurance carrier. Clients may request a summary of their clinical record.

Client Notes

Client Notes includes intervention data and anecdotal notes. These are for our own use and are designed to assist us in providing the best treatment. While contents vary from client to client, Client Notes can include the content of our conversations, our analysis of those conversations, and how they impact therapy. Client Notes may also contain

particularly sensitive information that clients may reveal to us but that is not required to be included in Clinical Records. Client Notes may also include information that others have provided to us confidentially.

Confidentiality of Minor Children's Records

The law may allow parents/guardians to examine a minor client's treatment records unless we determines that access would have a detrimental effect:

- on the professional relationship between the Spectrum team and the minor client
- to their physical safety or psychological well-being

General Information

As a part of this agreement, we will provide parents/guardians with general information about the progress of the treatment and their child's attendance at scheduled sessions. If at any time Spectrum staff feels that the minor client is in danger or is a danger to someone else, we will notify the parents/guardians of the concern via their preferred means (text or email) or via phone call.

Older Minor Clients

Privacy is often crucial to successful progress (particularly with teenagers), but parent/guardian involvement is also essential. We usually request an agreement with older minor clients (12-17 years old with appropriate decision-making capabilities) and their parents/guardians about access to information.

Before giving parents/guardians any information on older minor clients (12-17 years old with appropriate decision-making capabilities), we will discuss the matter with the client, if possible, and will do its best to handle any objections the client may have.



Client-Agency Relationship & Limits on Confidentiality

New York State law protects the privacy and confidential nature of communications between a client and a service agency. In most situations, Spectrum Therapy cannot release information about a client's treatment to others unless the client signs a written consent form (the form must meet certain legal requirements imposed by New York State law and/or HIPAA).

However, there are some situations where we are either permitted or required to disclose information without client consent or authorization.

Consultations

We may occasionally find it helpful to seek consultation from other health and mental health professionals about a case. During a consultation, We make every effort to avoid revealing the client's identity. The other professionals are also legally bound to keep the information confidential. We will not tell the client about these consultations unless we determine that it is important for their work together. We will note all consultations in the client's record.

Agency Training

No other service providers/agencies can watch therapy sessions without permission from the Director. Agency training is a service provided by Spectrum Therapy. Case materials may at times be used in training, research, and writing. This is always done with identifying information removed and with great care and respect given for client privacy.

Agency Contractors

In some instances, we contract with other agencies to perform professional services. We may need to share protected information with these individuals for both clinical and administrative purposes. All of these mental health and educational professionals are bound by the same rules of confidentiality.

Insurance Companies

We are required to share diagnosis reports and evaluations with insurance companies to begin services. We will not share any other reports, assessments, evaluations, or test scores written by another party with insurance companies or any other services, or agencies, unless required by law. We will alert the client if any information is requested. It is the client's responsibility to ensure correct documentation is received by the insurance company or any other agency. We are responsible for an insurance company's refusal to pay due to missing documentation/reports, assessments, evaluations, or test scores written by another party.

Danger to Self or Others

We must act appropriately if a client threatens to harm themselves (beyond the scope of challenging behaviors within a treatment or behavior plan) or if there is a danger to the client or another person at the client's hands. We may be obligated to seek hospitalization for the client or contact family members (or others) who can help provide protection (1) if the client is suicidal or unable to provide self-care at a level necessary for basic survival, or (2) to prevent harm to another person.

Abuse or Neglect

New York State law also requires the reporting of abuse to, or neglect of, a client or an elderly or disabled person when there is reason to believe it has occurred.

Court Proceedings

If a client is involved in a court proceeding and a request is made for information about the professional services that we have provided them and/or the records thereof, that information is protected by therapist-client privilege law.

We require written authorization from the client, parent/guardian, or legally-appointed representative to share information. Alternatively, a court order, subpoena, or discovery request with proper



notice and valid legal grounds is necessary. We won't object if instructed not to by the client's representative or if there are no grounds for objection under state law.

If a client is involved in or contemplating litigation, they should consult an attorney to determine whether a court might order us to disclose information.

Government Oversight

If a government agency is requesting information for health oversight activities pursuant to their legal authority, we may be required to provide it.

Lawsuit Against Spectrum Therapy

If a client files a complaint or lawsuit against us, we may be required to disclose relevant information regarding that client in defense.

Worker's Compensation

If a client files a worker's compensation claim while seeking services through us, we must, upon request, disclose information relevant to the claimant's condition to the worker's compensation insurer.

Mandated Reporting

There are some situations in which Spectrum Therapy is legally obligated to take actions to protect others from harm. We may have to reveal some information about a client's treatment. These situations are unusual and rare but do occur.

- If a Spectrum team member observes, has knowledge of, or reasonably suspects that a minor client has been the victim of child physical or sexual abuse or neglect, the law requires that we file a report with the appropriate government agency. We may also make a report if there is reason to suspect that mental suffering has been inflicted upon a client or that their emotional well-being is endangered in any other way. Once such a report is filed, we may be required to provide additional information to the government agency.

- If a client communicates a serious threat of physical violence against an identifiable victim, we must take protective actions, including notifying the potential victim and contacting the police. We may also seek hospitalization of the client or contact others who can assist in protecting the victim.
- If a Spectrum team member has reasonable cause to believe that a client is in such a mental or emotional condition as to be dangerous to themselves, we may be obligated to take protective action, including seeking hospitalization or contacting family members or others who can help provide protection to the client.

If any of the above situations arise, we will make every effort to fully discuss it with the client before taking any action and we will limit the disclosure to what is necessary.

While this written summary of exceptions to confidentiality should prove helpful in informing clients about potential problems, it is important that any questions or concerns that clients may have now or in the future are discussed. The law governing confidentiality can be quite complex, and Spectrum Therapy does not provide legal advice to clients. In situations where specific advice is required, it is recommended that the client seek formal legal advice from an attorney.



Dispute Resolution

Grievance Policy

We have a grievance policy for clients who are dissatisfied with the services and will provide reasonable accommodation, if requested, during the process.

We shall resolve any dispute through an informal negotiation process, which may be waived by mutual consent. Mediation is considered an informal negotiation. If both parties agree to this process, Spectrum will arrange the mediator. This grievance process will not prejudice future treatment or service. An individual will not be coerced, intimidated, threatened, or retaliated against because they have exercised their right to file a complaint or have participated in the dispute resolution process.

All grievance documentation will be recorded in the client's file, including the outcome of the grievance. The Director will also maintain a written record of all grievances which will be made available to necessary parties upon request.

Grievance Procedure

1. Clients with a grievance against a Spectrum team member are encouraged to discuss their issue with that team member, ideally within 5 to 10 calendar days.
2. If the client chooses not to engage with the team member directly or is dissatisfied with the result, they may protest to the Director within 20 calendar days of the original action or result with which they disagree. The protest must be made in writing and mailed or emailed to:

Director
Spectrum Therapy
123 Main Street
Schenectady, NY 12345
director@spectrumtherapy.com
3. Upon receiving a grievance, the Director will investigate the action or decision and examine any additional information submitted with the grievance. The Director may request an informal meeting with the client and other staff to discuss the concerns of the grievance.

If a resolution cannot be agreed upon during the meeting, the Director will issue a written decision regarding the complaint within 30 calendar days of receiving the request.
4. If the client is dissatisfied with the Director's decision, they may appeal the decision to the Chief Operating Officer (COO) within 14 calendar days of receiving the Director's decision. The appeal must be made in writing and mailed or emailed to:

Chief Operating Officer
Spectrum Therapy
123 Main Street
Schenectady, NY 12345
coo@spectrumtherapy.com

Upon receiving an appeal, the COO will investigate the action or decision and examine any additional information submitted with the grievance. The COO may request a third party conduct an independent analysis of the grievance. The COO will issue a written decision regarding the appeal within 30 calendar days of receiving the request.
5. If a resolution cannot be agreed upon, it may be necessary to terminate the agreement for services between the client and agency. Any outstanding charges must be paid in full before termination is complete. It is at the discretion of the COO whether to waive the 15 business day termination policy.



Acknowledgements

Receipt of Client Services Handbook

I have received a copy of Spectrum Therapy LLC's **Client Services Handbook**. I understand that I am to become familiar with the contents of this handbook, the policies, and procedures contained within it. I understand that these are the policies and procedures by which the program will operate and failure to follow the policies and procedures may result in termination from the program.

Client's Printed Name

Spectrum Therapy LLC Director's Printed Name

Parent/Guardian's Printed Name

Spectrum Therapy LLC Director's Signature

Client or Parent/Guardian's Signature

Date

Date

Consent to Payment for Services

I have read, understand, and agree to the information and terms within the **Consent to Payment for Services** section of the **Client Services Handbook**.

Client's Printed Name

Spectrum Therapy LLC Director's Printed Name

Parent/Guardian's Printed Name

Spectrum Therapy LLC Director's Signature

Client or Parent/Guardian's Signature

Date

Date



Consent to Treatment

I have read, understand, and agree to the information and terms within the **Client Service Agreement** section of the **Client Services Handbook**, and agree to its terms during our professional relationship.

Client's Printed Name

Spectrum Therapy LLC Director's Printed Name

Parent/Guardian's Printed Name

Spectrum Therapy LLC Director's Signature

Client or Parent/Guardian's Signature

Date

Date

Consent to Waive Individual Session Verification

I hereby waive my rights to individual session verification as described in the **Consent to Waive Individual Session Verification** section of the **Client Services Handbook**. I understand that I can withdraw my consent in writing to the director at any time.

Client's Printed Name

Spectrum Therapy LLC Director's Printed Name

Parent/Guardian's Printed Name

Spectrum Therapy LLC Director's Signature

Client or Parent/Guardian's Signature

Date

Date

Consent to Recording & Photography

I hereby give consent for the recording and photography as described in the **Consent to Recording & Photography** section of the **Client Services Handbook**. I understand that I can withdraw my consent in writing to the director at any time.

Client's Printed Name

Spectrum Therapy LLC Director's Printed Name

Parent/Guardian's Printed Name

Spectrum Therapy LLC Director's Signature

Client or Parent/Guardian's Signature

Date

Date



Consent to Indirect Billing for Program Compliance

I have read, understand, and agree to the information and terms regarding indirect billing to insurance companies within the **Consent to Indirect Billing for Program Compliance** section of the **Client Services Handbook**.

Client's Printed Name

Spectrum Therapy LLC Director's Printed Name

Parent/Guardian's Printed Name

Spectrum Therapy LLC Director's Signature

Client or Parent/Guardian's Signature

Date

Date

Receipt of Health Insurance Portability and Accountability Act (HIPAA) Form

I have received a copy of the **Health Insurance Portability and Accountability Act (HIPAA)** form from Spectrum Therapy LLC.

Client's Printed Name

Spectrum Therapy LLC Director's Printed Name

Parent/Guardian's Printed Name

Spectrum Therapy LLC Director's Signature

Client or Parent/Guardian's Signature

Date

Date

