



## Statement of Rights

Your rights as a client of this agency shall be protected in accordance with Chapter 2 of the Mental Health and Developmental Disabilities Code (Ill. Rev. Stat. 1991, Ch91 ½, par. 2-100 et seq.) and the Health Insurance Portability and Accountability Act of 1996 (45 CFR, Part 169 and Part 164).

You shall not be denied, suspended, or terminated from services or have services reduced for exercising any of your rights.

This agency is committed to offering professional and humanistic services directed toward your needs in a manner that protects your dignity and feelings of self-worth.

### CIVIL RIGHTS

1. You have the right to be treated with dignity and respect.
2. You have all rights, benefits, and privileges guaranteed by law.
3. You have the right to be free from abuse, neglect, and exploitation.
4. You have the right to be provided mental health services in the least restrictive setting.

### DISCRIMINATION

1. Services will be provided to you/your family members without discrimination. Ethnic background, personal or social creed, racial membership, sex, religion, or age will not affect our services to you.
2. You will not be refused services based on lack of, or limited personal financial resources. Costs to you for travel and loss of work time will be discussed and kept at a minimum. No physical barriers will preclude treatment.
3. Services will be provided with a minimum of waiting time. Agency service hours will be reasonably convenient to all consumers requesting services.
4. You have the right to have your disability accommodated as required by the Americans with Disabilities Act, section 504 of the Rehabilitation Act and the Human Rights Act (775ILCS-5)

### CONFIDENTIALITY

1. The right of clients to confidentiality shall be governed by the Mental Health and Developmental Disabilities Confidentiality Act (740 ILCS 110) and the Health Insurance Portability and Accountability Act of 1996.
2. All information concerning you is held confidential and released only through procedures consistent with the law and professional ethics. (The Courts without your permission can subpoena your records).
3. You have a right to review and approve any information being requested by another giving services to you. You must sign a release for any such information to be sent.
4. Special circumstances regarding client confidentiality: participation in public performances for the use of identifiable photographs or videotapes to be used for public relations purposes on behalf of Family Service Association of Greater Elgin Area is prohibited without your informed consent. Participation in such activities is voluntary. Refusal to participate in such activities will not curtail or limit in any way your access to services of the agency.
5. Covered Entity participates with other behavioral health services agencies (each, a "Participating Covered Entity") in the IPA Network established by Illinois Health Practice Alliance, LLC ("Company"). Through Company, the Participating Covered Entities have formed one or more organized systems of health care in

which the Participating Covered Entities participate in joint quality assurance activities, and/or share financial risk for the delivery of health care with other Participating Covered Entities, and as such qualify to participate in an Organized Health Care Arrangement (“OHCA”), as defined by the Privacy Rule. As OHCA participants, all Participating Covered Entities may share the PHI of their patients for the treatment, payment and health care operations purposes of all the OHCA participants.

## TREATMENT

1. You have the right to an individual plan for services and will be expected to participate in planning.
2. You have the right to know the name and professional credential of anyone working with you.
3. You may request to participate in any staff meeting regarding yourself.
4. You may review your clinical records upon written request.
5. You will be assigned a primary clinician who will assist you in obtaining services as agreed upon in your individual plan for services. In most cases, this will also be your therapist.
6. You have the right of informed consent with regard to all aspects of services provided by our agency.
7. You will be advised of the positive effects and possible complications of any treatment offered at the agency.
8. You have the right to refuse to participate in, or be interviewed for research purposes.
9. You have the right to terminate services at any time.
10. You have the right to refuse treatment.
11. If you are a minor who is at least 12 years of age, requesting services without parental consent, you have the right to receive eight (8) ninety (90) minute sessions prior to obtaining parental consent.

## GRIEVANCE PROCEDURE

1. If a client/guardian feels that services have not been provided fairly or reasonably they should attempt to resolve this with their therapist.
2. The therapist will inform his/her supervisor of any client grievance which he/she has been unable to resolve.
3. If a client/guardian is unable to resolve this issue with their therapist or feels uncomfortable communicating directly with their primary clinician the client/guardian may present their concerns, in writing to the primary clinician’s immediate supervisor.
4. If a client/guardian feels their grievance has not been properly attended to by the therapist’s immediate supervisor, the client/guardian has the right to ask that their grievance be pursued up the administrative structure of the agency up to and including the Chairperson of the Governing Board of Directors, as needed.
5. The supervisor will respond to any phone calls or messages that the client/guardian may leave indicating a request to file a grievance.
6. The supervisor will attempt to resolve the grievance within five working days. If the supervisor is unable to do so, he/she will forward the matter to the Director of Clinical Services.
7. The Director of Clinical Services will attempt to resolve this grievance within five working days. If the Director of Clinical Services is unable to do so, he/she will forward the matter to the Executive Director.
8. The Executive Director will attempt to resolve the grievance within five working days. If the Executive Director is unable to do so, he/she will forward the matter to the Chairperson of the Governing Board of Directors. Prior to forwarding the grievance to the Chairperson of the Governing Board of Directors, due care will be taken to assure that the grievance has no client identifying information. In the case of a Board member recognizing a client, they will be expected to abide by the Illinois Department of Mental Health and Developmental Disabilities Confidentiality Act and Health Insurance Portability and Accountability Act of 1996.
9. The Chairperson of the Governing Board of Directors will convene the Executive Committee of the Governing Board to hear the grievance and will attempt to resolve the grievance within five working days. They will notify the Executive Director of the resolution to the complaint.
10. The client/guardian will be informed of the resolution of any grievance in writing and of the outside appeals process as needed. Every effort will be made to resolve client grievances within 30 days of the initial grievance.
11. If a client/guardian believe their grievance has not been properly attended to within this agency, they have the

right to contact the Illinois Department of Human Service, Division of Mental Health.

12. Your filing and pursuit of grievance will in no way, by itself, curtail or limit in any way your access to the services of this agency.

MUTUAL RESPONSIBILITIES OF AGENCY AND CONSUMER

1. Deciding on the plan for services.
2. Determining the frequency and duration of consumer involvement.
3. Involving family members or significant others in services.

AGENCY RESPONSIBILITY

1. Assigning a clinician.
2. Maintaining an accurate clinical record.
3. Making referrals to other service agencies.
4. Billing for services either directly or through insurance, or other third party payees.
5. Communicating with courts or responsible officials thereof, as mandated by stature, rule, or court decision.
6. Use all means at the agency's disposal to provide an atmosphere for the client that is free of the imminent or potential threat of physical, emotional, sexual, or any other type of abuse or neglect.
7. Refusing services if request is not appropriate.

EACH CLIENT SHALL BE GIVEN A COPY OF THE STATEMENT OF RIGHTS FOR HIS/HER PERSONAL USE.

In the event that a client of this agency brings a formal grievance against this agency, and the grievance is not resolved within the agency, the client may pursue the grievance through one of the following offices:

1. Guardianship and Advocacy Commission (GAC)

421 E. Capitol Street	9551 Harrison Ave., FA101	527 S. Wells, Suite 300
Springfield, IL 60701	Des Plaines, IL 60016	Chicago, IL 60607
217.785.0645	847.294.4264	312.793.5900

2. Equip for Equality

11 E. Adams St., Suite 1200  
Chicago, IL 60603  
800.537.2631

4. Department of Human Services/Office of Mental Health

401 S. Spring Street	160 N. LaSalle
Springfield, IL 62765	Chicago, IL 60601
217.782.6154	213.814.3785