



## Statement of Consumer Rights and Responsibilities

LifeLinks is committed to providing you with the highest quality services delivered in a manner that protects your dignity and feelings of self-worth. To this end, we have developed policies to ensure the protection of your rights as a consumer of our services. You also have responsibility in your treatment. These rights and responsibilities are detailed in the statement below.

### Civil and Human Rights

1. Your rights shall be protected in accordance with Chapter 2 of the Mental Health and Developmental Disabilities Code. Seclusion, however, is not permitted.
2. You have the right to be treated with dignity and respect.
3. You shall be free from abuse and neglect.
4. You do not lose any of your legal rights, benefits or privileges by receiving services from the Center.
5. You have the right to contact the Department of Human Services-Office of Mental Health, DASA, DCFS, DOC or any human rights authority (i.e., Office of Inspector General, Guardianship and Advocacy Commission, Equip for Equality, etc.) as appropriate. Staff will provide needed assistance.
6. You shall not be denied, suspended or terminated from services or have your services reduced for exercising any of your rights.
7. Justification for restriction of any rights shall be documented in your record and notice of restriction provided to your legal guardian and any other agency you designate.

### Discrimination

1. You shall not be denied access to any service because of race, religion, sex, ethnicity, age, disability, sexual orientation or HIV status.
2. You shall not be denied access to medically necessary services due to a lack of, or limited, financial resources. Information will be provided to you about hardship adjustments.

### Confidentiality

1. The Mental Health and Developmental Disabilities Confidentiality Act and the Health Insurance Portability and Accountability Act of 1996 (HIPPA) govern your rights to confidentiality.
2. Information concerning you is held in confidence and is released to others only with your signed consent. The exceptions to this rule include court order of records and emergency disclosure to protect your safety or the safety of others. We are required by law to report suspected incidents of abuse of children. When applicable, we must report to the IDHS FOID Mental Health Reporting System (Public Act 098-0063)

### HIV/AIDS Status

1. In accordance with the AIDS Confidentiality Act and the AIDS code, no information will be shared by this agency or its staff regarding HIV/AIDS status or testing.
2. Any records containing HIV/AIDS status will be kept in a separate confidential file and be accessed on a need to know basis only, with permission from the program director.
3. You will not be required to release any information regarding HIV/AIDS status as a condition of treatment.

### Evaluation and Treatment Services

1. You have a right to receive treatment in the least restrictive environment that is capable of meeting your needs.
2. You have a right to have a disability accommodated as required by the American with Disabilities Act, section 504 of The Rehabilitation Act and the Human Rights Act.

3. You and your family have a right to be informed of your rights and to receive treatment in a language you understand, including American Sign Language if that is your primary mode of communication.
4. You have a right to an individual treatment plan that you, and others as you choose, participate in developing (over age 12) and which is periodically evaluated and refined to meet your needs.
5. You have a right, upon written request, to review your clinical record and to participate in any staff meeting concerning you.
6. You will be advised of the possible effects and side effects of any medication prescribed as part of treatment.
7. You have the right to refuse any service, treatment or any specific treatment procedure including medication at any time. You have the right to be informed of the consequences resulting from such refusal.
8. You have the right to request a change in counselor, referral to another program component or referral to another service provider and/or agency.
9. You have the right to refuse participation in any Agency research project in which you are asked to be involved. Such refusal will have no effect on treatment available to you.
10. You have the right to receive a detailed, itemized account of the cost of your services.
11. You have the right to request the opinion of an outside consultant, at your expense, to review your treatment plan or to request an in house review of your treatment plan by your therapist and the supervisor.
12. You have the right to terminate treatment at any time.

### **Grievance Procedure**

1. If you feel your treatment program has not been fairly or adequately provided, you may present your concerns, in writing, to your counselor's current supervisor (\_\_\_\_\_).
2. Any grievance will be promptly and seriously investigated with every effort made to resolve the situation as quickly as possible.
3. You have the right to present grievances and to appeal adverse decisions of the provider up to and including the executive director and/or governing board. The executive director or governing board's decision shall constitute final administrative decision and shall be subject to review in accordance with the Administrative Review Law.

### **Consumer/Family Responsibilities**

1. Provide accurate and complete information about the history of your treatment and any unexpected changes in your condition.
2. Provide feedback about your service needs and expectations.
3. Ask questions when you do not understand aspects of your care or what is expected of you.
4. Regularly maintain appointments and notify the Agency at least 24 hours in advance of cancellation.
5. Participate in recommended treatment. Be active, open and honest with staff. Refrain from abuse of alcohol or drugs.
6. Participate in treatment plan development and inform staff of any inability to follow the prescribed course of treatment.
7. Accept the consequences for the outcome if the treatment plan is not followed.
8. Show respect and consideration for Agency personnel and property.
9. Assume financial responsibility for your treatment
  - a. sign a fee contract at the initial visit
  - b. make regular payments
  - c. pay off any outstanding balance
  - d. provide accurate information regarding any third party payer source

I acknowledge that these rights and responsibilities have been explained to me, that my questions have been answered and that I have received a copy of these rights and responsibilities.

Consumer/Guardian \_\_\_\_\_ Date \_\_\_\_\_

I have reviewed these rights and responsibilities with the consumer/guardian and attest that he/she understands these rights and responsibilities. Any impediments to informed consent and action taken are documented in the clinical record.

Witness \_\_\_\_\_ Date \_\_\_\_\_