



# Lutheran Child and Family Services of Illinois

## **EXECUTIVE POLICY TRANSMITTAL HIPAA 2018-03 CLIENT RIGHTS AND RESPONSIBILITIES POLICY**

*This document combines and replaces: EPT HIPAA 2016-01; Client Rights HIPAA 2014 - 22; Executive Policy Transmittal Client Rights for Medicaid 2009-03; Client Rights EPT 2001- 02X.*

Lutheran Child and Family Services (LCFS) values the rights of our stakeholders as recipients of our services, and is devoted to ensuring the rights of our clients are honored with dignity, privacy, informed advocacy and mutual respect. Clients' rights shall be protected in accordance with the Illinois Mental Health and Developmental Disabilities Code ("IMH&DDC"), the Illinois Mental Health and Developmental Disabilities Confidentiality Act ("IMH&DDCA"), and the federal Health Insurance Portability and Accountability Act ("HIPAA") and other applicable laws.

Lutheran Child and Family Services of Illinois is certified under Part 132 of Chapter IV of Title 59 of the Illinois Administrative Code, relating to Medicaid Community Mental Health Services Programs. The Agency acknowledges your rights as a client and recipient of mental health or developmental disabilities services ("client" or "recipient") as set forth in the Illinois Mental Health and Developmental Disabilities Confidentiality Act ("IMHDDCA"), the Illinois Mental Health and Development Disabilities Code ("IMHDDC"), the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), and other applicable laws. No retaliation of any kind is permitted against any client for exercising any Right guaranteed by HIPAA or any other law.

These rights include, but are not limited to, the following:

1. Clients have the right to expect their concerns will be heard and, if the agency cannot provide the service they are seeking, they can expect a referral to appropriate service providers.
2. Clients shall be informed of their rights prior to evaluation in a language and/or method of communication understood by the client and/or parent/guardian.
3. Clients have the right to have their written and oral communications needs met for use of services, and if the agency cannot adequately provide for such needs, they can expect a referral to appropriate resources and/or service providers.
4. All records and communications shall be kept confidential and shall not be disclosed except as provided by the IMHDDCA and HIPAA, as well as any other applicable laws.
5. The following persons shall be entitled, upon request, to inspect and copy a recipient's record, or any part thereof, or consent in writing to inspection and/or copying of the same:
  - a. the parent or guardian of a recipient who is under 12 years of age;
  - b. the recipient, if he or she is 12 years of age or older;
  - c. the parent or guardian of a recipient who is at least 12 but under 18 years of age, if the recipient is informed and does not object or if the therapist does not assert a privilege on behalf of the recipient;
  - d. the guardian of a recipient who is 18 years or older;
  - e. a attorney or guardian ad litem who represents a minor 12 years of age or older in any judicial or administrative proceeding, if granted on order of the court;
  - f. an agent appointed under a recipient's power of attorney for health care or for property, when the power of attorney authorizes the access.

Client Name: \_\_\_\_\_

Date: \_\_\_\_\_

6. Information, including whether or not the person resides at a facility, is treated by a facility, or is to be released to someone other than those listed above may be released only with written consent of those listed above.
7. A LCFS Worker may disclose a record or communications without consent to:
  - a. the worker's supervisor, a consulting worker, members of a staff team participation in the provision of services, a record custodian, or a person acting under the supervision and control of the therapist;
  - b. persons conducting a peer/record review of the services being provided;
  - c. the Institute for Juvenile Research and the Institute for the Study of Developmental Disabilities;
  - d. an attorney or advocate under LCFS auspices and approval consulted by the LCFS therapist concerning the therapist's or Agency's legal rights or duties in relation to the recipient and the services being provided;
  - e. the therapist may disclose a record or communication without consent to any Department, Agency, Institution or Facility which has custody of the recipient pursuant to state statutes or any court order or commitment.
8. Clients have the right to receive copies of the documents they have signed and have the documents provided in the client's preferred language
9. Clients have the right to request restrictions on the use or disclosure of the Client's medical records.
10. Clients have the right to receive individually identifiable health information at an alternate address or through alternate delivery means, such as by fax or courier.
11. Clients have the right to request amendments to medical records with certain limitations.
12. Clients have the right to an accounting of certain disclosures of individually identifiable health information.
13. Clients have the right to file a privacy complaint directly with us or with the federal government.
14. The client and his/her guardian have the right to present grievances up to and including the President/CEO. The client or guardian will be informed of how his or her grievance will be handled at the provider level. A record of such grievances and the response to those grievances are maintained by LCFS. The President/CEO's decision on the grievance shall constitute a final administrative decision.
15. The client shall not be deprived of any legally or constitutionally guaranteed rights, benefits or privileges.
16. Clients have the right to receive a written schedule of agency fees/expenses for services rendered (as applicable) and to be notified when fees are charged, waived, refunded or reduced.
17. Clients have the right to be informed of the consequences of non-payment for services rendered (as applicable); clients shall be informed prior to such consequences being applied.
18. Client have the right to be informed of the rules, expectations, and other factors that can result in discharge or termination of services.
19. Clients shall not be denied services, including mental health services, or any other service because of age, sex, race, religious belief, ethnic origin, marital status, physical or mental disability, sexual orientation, gender identity, gender expression or criminal record unrelated to the present situation.
20. Humane, adequate care and mental health services shall be provided in the least restrictive setting possible.
21. Clients shall be free from abuse, neglect and exploitation. Clients shall be free of sexual harassment, including threats, flirtations, sexually degrading words and comments about the client's body. Clients shall be served with respect in a courteous and professional manner.
22. Clients or their guardians, if applicable, shall be given the opportunity to refuse mental health services.
23. Clients have the right to request a review of their care, treatment and refuse services; if refused, clients must be informed of the consequences of refusing services (if applicable). If clients refuse services, the worker, supervisor or program director shall adhere to the client's self-determination and inform them of service alternatives

Client Name: \_\_\_\_\_

Date: \_\_\_\_\_

24. Services shall be provided pursuant to an individual service plan formulated, as feasible, with clients and nearest kin's participation.
25. Restraint and seclusion may not be used to punish or discipline a client, and may be only used in a humane and therapeutic manner as part of a therapeutic measure ordered in writing by a supervising physician, clinical social worker or registered nurse with application done by trained personnel with specific time, review and reporting constraints.
26. No client shall be subjected to electro-convulsive therapy, or to any usual, hazardous or experimental services or psychosurgery without personal consent. For minors, court orders or written informed consent of the parent or guardian are required.
27. Justification for the restriction of a client's rights under IMHDDC, IMHDDCA, or HIPAA shall be documented in the client's clinical record.
28. The client and/or his/her guardian, the program director, or any designated persons, and designated advocate organizations shall be notified of any client right restrictions (and the reasons for such restriction) by the professional responsible for overseeing their implementation.
29. A record shall be kept by LCFS of all restrictions of client rights.
30. Clients have the right to receive a copy of our "Notice of Privacy Practices" which details how individually identifiable health information may be used or disclosed by our organization.
31. In case of restriction of a client's rights, clients have the right to have a plan with measurable objectives for restoring the client's rights that is signed by the client, client's parent or guardian, the assigned worker, and applicable QMHP and LPHA.
32. Clients have the right to have disabilities accommodated as required by the American with Disabilities Act (ADA).
33. Clients shall be informed of their rights and offered assistance to contact the following agencies if they believe that their rights as a recipient of mental health services or their privacy rights have been violated:
  - a. Guardian and Advocacy Commission:  
<http://gac.state.il.us/osg/osgcont.html>.
  - b. Refer to the Office of State Guardian website for address and phone number by region throughout the state of Illinois. The statewide phone number is 866-274-8023.
  - c. Equip for Equality: [www.equipforequality.org](http://www.equipforequality.org). Refer to the Equip for Equality website for address and phone number by region. The main office number is 800-537-2632.
  - d. U.S. Department of Health and Human Services: [www.hhs.gov](http://www.hhs.gov). The local office is located at 233 North Michigan Ave., Suite 240, Chicago, IL 60601. 312-886-2359

For residential and group home programs the following rights shall also apply:

34. Clients, who are members of a well-organized religious denomination, may choose spiritual healing services.
35. All of the client's personal property shall be returned to them upon discharge.
36. Clients may use their money as they choose, including depositing it in their name with a financial institution or a service provider, unless prohibited by a court order or parent or guardian.
37. All monies of the client shall be returned to the client upon discharge.

Client Name: \_\_\_\_\_

Date: \_\_\_\_\_

38. LCFS or employees shall not be made a representative payee without the client's written consent.
39. Clients may work as part of their treatment, but must be paid wages which are commensurate with the value of the work performed, in accordance with applicable federal and state laws and regulations, if there is any consequential economic benefit to the provider.
40. Subject to court order, clients shall have unimpeded, private and uncensored communication with persons of choice by mail, telephone and visitation. Any arrangements which are necessary for making communications available shall be convenient and reasonable.
41. A client cannot be prevented from seeing his/her attorney, or from sending and receiving mail to specified state officials and recognized advocacy groups.
42. Unless restricted to prevent harm to self or others, clients shall be permitted to receive, possess and use personal property with the provision of reasonable storage.
43. Client shall be informed of the right to contact the Public Payer or its designee and to be informed of the public payer's process for reviewing grievances.
44. Clients shall not be denied, suspended or terminated from services or have services reduced for exercising any of their rights.
45. The rights in this document shall be explained using language or a method of communication that the client understands and documentation of such explanation shall be placed in the clinical record.

Should LCFS administer psychotropic medications, the following rights shall apply:

46. Psychotropic medications shall be reviewed for each client after the first three months of administration and every six months thereafter.
47. Clients shall be advised in writing by the physician administering psychotropic medication, of medication side effects.
48. Clients shall be advised in writing of their rights to refuse medication services.
49. Psychotropic medications may not be administered to clients against their will without court approval.

**Client Responsibilities**

1. The Agency expects those clients who voluntarily seek services to be motivated to use those services.
2. The Agency expects clients to be honest in revealing personal information.
3. The Agency expects clients to be free from the influence of drugs or alcohol when coming to use Agency services.
4. The Agency expects clients to act in a respectful, non-threatening manner with staff.
5. The Agency expects clients to be present for appointments at the time agreed upon.
6. The Agency expects clients to pay agreed upon fees promptly.
7. The Agency expects clients to respect Agency and personal property.
8. The Agency expects clients to follow rules and procedures for specific services and offices.

Client Name: \_\_\_\_\_

Date: \_\_\_\_\_

## SIGNATURE SECTION

\*\*A signed and dated copy of this document shall be provided to the client(s) and/or the client's parent/guardian(s) and the original shall be maintained in the LCFS Client file. A copy of this document shall be provided to the client in writing in their preferred language.

My (and/or my parent/guardian) signature(s) on this document indicates that the above rights have been explained to me (the client) and my parent/guardian using a language and method of communication understood by me (the client) and/or my parent/guardian.

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Client's Name -- printed

Client's Age

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Client's Name – signature

Date

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Parent/Guardian Name -- printed

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Parent/Guardian – signature

Date

My signature on this document indicates I understand my duty to review Client Rights and Responsibilities with client's annually (using the date of the original signature as the annual renewal timeframe). My signature also indicates I have reviewed and explained the content, therein, to the client and his/her parent/guardian using a language and method of communication I believe the client and/or the parent/guardian understands.

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LCFS Worker Name – printed

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LCFS Worker Signature

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Date

APPROVED: CORPORATE OFFICERS

DATE: August 7, 2018

*LCFS is a licensed Child Welfare Agency by the Department of Children and Family Services and therefore adheres to the governing policies and procedures applicable to such license. In addition to the LCFS Executive Policy Transmittal HIPAA Client Rights and Responsibilities (this document) you may also receive Client Rights and Responsibilities specifically applicable to services/programs offered at LCFS.*

*This document combines the current applicable versions of LCFS Client Rights Forms and serves as a revision and replacement for the HIPAA, Medicaid and other variations of the Client Rights Form. Specifically noted, this document is a replacement for: EPT HIPAA 2016-01; Client Rights HIPAA 2014 – 22; Executive Policy Transmittal Client Rights for Medicaid 2009-03; Client Rights EPT 2001- 02X. Discontinue reference or use of all prior versions.*