

HopeSprings Counseling Services

Client Rights and Informed Consent

Client Name: _____

Date: _____

Client Rights: Your rights shall be protected in accordance with Chapter 2 of the Illinois Mental Health and Developmental Disabilities Code (405 ILCS 5). Your right to confidentiality is governed by the Illinois Confidentiality Act and the Health Insurance Portability and Accountability Act (HIPAA) of 1996. Consistent with these requirements, you have the following rights as a client of HopeSprings:

- The right to be provided with appropriate mental health services in the least restrictive setting.
- The right to be free from abuse, neglect, and exploitation from staff and other clients while receiving treatment at HopeSprings.
- The right to have your rights, as well as any services you receive, explained in a language or method of communication you understand.
- The rights guaranteed to you by the United States Government and the State of Illinois. Services will not be denied, suspended, terminated, or reduced because you exercise your rights.
- The right to receive services without discrimination. You will not be denied mental health services because of age, sex, race, religious belief, ethnic origin, marital status, physical or mental disability or criminal record that is unrelated to present dangerousness.
- The right to have disabilities accommodated as required by the American with Disabilities Act, section 504 of the Rehabilitation Act and the Human Rights Act [775 ILCS 5].
- The right to express opinions on issues concerning your case or treatment. You are considered to be competent (able to make decisions) unless a court has determined you are not.
- The right to have a copy of your Individualized Treatment Plan that describes the services that will be provided to you. Your Individualized Treatment Plan will be reviewed at least every six months.
- The right to participate in the development and review of your treatment plan, as appropriate. If you have concerns about your treatment plan or the services you receive, you and/or your guardian may request an in-house review of your care and treatment services by Cunningham staff not involved in your treatment.
- The right to review your treatment file.
 - If you are under the age of 12, your parent/guardian can view your file at any time.
 - If you are 12 or over, you can ask to review your file; however, your right to review your file may be limited to protect you or others from harm. If applicable, your parent/guardian always has a right to basic information about your treatment. Some records will not be released to your parent/guardian without your permission.

You or your parent/guardian (if applicable) may write a note about any part of the file that is believed to be untrue. The note will be added to your file and included in any release of applicable record(s) .

When you [or your parent/guardian (if applicable)] review your record, a staff member will be made available to answer questions and ensure the file remains secure.

- The right to confidentiality. If you are age 12 or over, you and your parent/guardian (if applicable) must give written consent to share information about you. Without your consent, records will not be shared unless your therapist believes it is in your best interest.
 - If you are under 12, your parent/guardian must give written consent to share information about you.
 - In some cases, your age does not matter and HopeSprings may release information without consent. Some examples include:
 - If you require hospitalization because you are at risk of hurting yourself or others.

- If you have been abused, neglected, or exploited.
 - If required for reviews done by other agencies to determine if HopeSprings is following various rules, laws, and standards
 - Information related to crimes that occur on the property or against the staff of HopeSprings or involve immediate danger to someone else.
- The right for you or your parent/guardian (if applicable) to present grievances or to appeal adverse decisions related to the services you receive. The grievance process will be explained to you. A record of such grievances and the responses to those grievances will be maintained. You have the right to appeal decisions about your grievances to the highest level possible in the agency. The decision of the President/CEO and/or the governing body, when applicable, shall constitute a final administrative decision at the agency level.
- The right to contact the public payer or its designee, if applicable, and to be informed by the public payer (or its designee) of your healthcare benefit. You also have the right for the public payer (or its designee) to inform you of the process for filing a grievance.
 - Illinois Department of Human Services, Division of Mental Health, 319 E. Madison Ave., Suite 3B, Springfield, IL 62701 (telephone: 217-782-6470).
 - Illinois Mental Health Collaborative, P.O. Box 06559, Chicago, IL 60606 (telephone: 866-359-7953)
 - Department of Human Services: DHS Family Community Center for Champaign County, 705 N. Country Fair Dr., Champaign, IL 61821 (telephone: 217-278-5005; DHS helpline 800-843-6154)
 - Illinois Department of Children and Family Services, 508 S. Race St., Urbana, IL (telephone: 217-278-5400)
 - Illinois Department of Human Services, Office of Inspector General, (OIG 24 hour hotline: 800-368-1463)
 - East Central Illinois Area Agency on Aging, 1003 Maple Hill Rd., Bloomington, IL 61704-9327, (telephone: 800-888-4456, 309-829-2065)
 - Department of Children and Family Services, Administrative Hearings Unit, 406 E. Monroe St., Station 15, Springfield, IL 62701 (telephone: 217-782-6655).
 - Illinois State Board of Education, 100 North First St., Springfield, IL 62777 (telephone: 217-782-4321).
 - HFS Appeal Line, Bureau of Hearings, 69 W. Washington, 4th Floor, Chicago, IL 60602 (telephone: 800-435-0774)

In addition, there are other agencies whose purpose is to protect your rights as a client. The Guardianship and Advocacy Commission can be contacted at 2125 South First Street, Champaign, IL 61821 (telephone: 217-278-5577). Equip for Equality, Inc. can be contacted at 1 West Old State Capitol Plaza, Suite 816, Springfield, IL 62701 (telephone: 217-544-0464). The Illinois Department of Human Services Division of Mental Health Statewide Coordinator of Deaf and Hard of Hearing Services is located at 901 Southwind Road, Springfield, IL 62703 (telephone: 217-786-0023; videophone: 217-303-5807). The Office of Civil Rights is located at 233 North Michigan Avenue, Suite 240, Chicago, Illinois 60601 (telephone: 800-368-1019). If you need assistance, HopeSprings staff are available.

- The right to be notified of any restriction(s) of your right(s). Justification for any restriction to these rights shall be documented in your clinical record. Your parent or guardian (if applicable) as well as any agency you designate shall be notified of the restriction.
- You, or your parent/guardian (if applicable), have the right to refuse services. Refusal of these services may result in your case being closed when it compromises treatment and/or there is significant risk to your safety or the safety of others.

Informed Consent

- I am seeking services at HopeSprings Counseling Services, A program of Cunningham Children’s Home. If I’m under the age of 18, I realize that my parent/guardian/funding agent is seeking services for me at HopeSprings.
- I consent to an assessment of my needs.
- I understand that a treatment plan will be developed based on an assessment of my needs and I will have the opportunity to participate in the development of the treatment plan.

- I understand that an emergency plan that identifies supports and resources I may access in the event of any emergency is included in the HopeSprings Handbook. Not only will I receive a copy of the HopeSprings Handbook, but a copy is also located on the program's website which provides 24 hour access to these resources.
- I consent to receive services offered by HopeSprings Counseling Services. A variety of treatment services are available to address my identified need (s). No guarantee or assurance has been given by anyone as to the results that may be obtained from services. I am responsible for actively participating in treatment services.
- Treatment services may be provided face-to-face or through distance counseling (telehealth) through synchronous digital and/or audio/video means. Synchronous means services are provided via real time audio/video interactions. HopeSprings Counseling Services will not provide distance counseling via e-mail, text or other methods that do not involve real time interactions.
- Appropriateness of telehealth services will be evaluated on an individual basis and you may decline use of this treatment modality. If you are receiving telehealth services, your therapist may determine at any time that this type of service is no longer appropriate. If face-to-face services are not possible, your therapist will provide alternative services options.
- Telehealth services are provided using HIPAA compliant encrypted technology purchased by HopeSprings Counseling Services. This technology is designed to protect the confidentiality and security of the communication between you and your provider. We will not use platforms that are not HIPAA compliant (e.g., Skype, FaceTime, etc.). It is important to note that the nature of electronic communications is such that privacy risks exist, and no one can guarantee that unauthorized persons will not gain access.
- I understand that there is the possibility of both risks and benefits. Treatment benefits may include an increase in positive feelings and behaviors, improved relationships with others and ultimately, improvement in the quality of my life. Treatment risks may include experiencing uncomfortable emotions (e.g., sadness). Risks associated with distance counseling (telehealth) may include your therapist having reduced ability to reliably assess your mood and/or status compared to face-to-face interactions. In addition, telehealth may provide less confidentiality (e.g., conversations being overheard or accessed) or less reliable connections (e.g., dropped calls, poor internet connection, etc.).
- I understand that staff members of HopeSprings Counseling Services are not permitted to follow or friend me (or my parent/guardian) on social media platforms (e.g., Facebook, Twitter, Instagram, etc.). This practice protects my confidentiality and supports a healthy therapeutic relationship with my therapist/ HopeSprings staff.
- I understand that if I present in a violent or threatening manner toward HopeSprings staff, I may be asked to enter a 30-day treatment contract which places expectations on my behavior in order to continue receiving services. I understand that these situations are managed on a case by case basis; however, if I continue to present in a violent and/or threatening manner, have multiple incidents of violent and/or threatening behavior over time, or are otherwise noncompliant with expectations, then my services could be terminated prior to 30 days from the date of the treatment contract. I also understand that if I do not agree to sign the treatment contract, HopeSprings will discontinue my services at the time of my refusal.
- I understand that if my needs are assessed by my therapist to be beyond what traditional therapy can provide that I may be asked to enter a treatment contract requesting that I engage in specific type(s) of treatment (e.g., inpatient or outpatient substance abuse, take psychotropic medication, day treatment, or inpatient psychiatric, etc.). I understand that if I do not agree to sign the treatment contract, HopeSprings will discontinue my services at the time of my refusal. I also understand that if I do not comply with the conditions of the contract, HopeSprings will discontinue my services in 30 days from the date of the treatment contract.
- While telehealth services provide the opportunity for services to be recorded via audio and/or video, no treatment services will be recorded without your consent. Any video/audio recording would be for the sole purposes of staff training and/or supervision and will never be made public. We request that you (client) do not record treatment services in any manner due to potential risks to your confidentiality (e.g., recording is accessed and/or uploaded by a third party). Cunningham has no ability to protect the confidentiality of recordings made by a client.
- I have been apprised of my rights and I have been informed of the services offered by HopeSprings. I also have received this information in writing.

Parent/Guardian

- I am the parent or guardian of a minor or guardian of an adult seeking services.
- I consent to an assessment of this client's needs.
- I understand that a treatment plan will be developed based on assessment of this client's needs and I will have the opportunity to participate in the development of the treatment plan.
- I understand that an emergency plan that identifies supports and resources the client and/or I may access in the event of any emergency is included in the HopeSprings Handbook. Not only will I receive a copy of the HopeSprings Handbook, but a copy is also located on the program's website which provides 24 hour access to these resources.
- I consent to this client's participation in the services offered by HopeSprings Counseling Services. A variety of treatment services is available to the client to address his/her identified needs(s). No guarantee or assurance has been given by anyone as to the results that may be obtained from services. Each client is responsible for active participation in treatment and services offered.
- Treatment services may be provided face-to-face or through distance counseling (telehealth) through synchronous digital and/or audio/video means. Synchronous means services are provided via real time audio/video interactions. HopeSprings Counseling Services will not provide distance counseling via e-mail, text or other methods that do not involve real time interactions.
- Appropriateness of telehealth services will be evaluated on an individual basis and you may decline use of this treatment modality for this client. If the client is receiving telehealth services, his/her therapist may determine at any time that this type of service is no longer appropriate. If face-to-face services are not possible, the therapist will provide alternative services options.
- Telehealth services are provided using HIPAA compliant encrypted technology purchased by HopeSprings Counseling Services. This technology is designed to protect the confidentiality and security of the communication between the client and his/her provider. We will not use platforms that are not HIPAA compliant (e.g., Skype, FaceTime, etc.). It is important to note that the nature of electronic communications is such that privacy risks exist, and no one can guarantee that unauthorized persons will not gain access.
- I understand that there is the possibility of both risks and benefits. Treatment benefits may include the client experiencing an increase in positive feelings and behaviors, improved relationships with others and ultimately, an improvement in the quality of the client's life. Treatment risks may involve the client experiencing uncomfortable emotions (e.g., sadness). Risks associated with distance counseling (telehealth) may include the therapist having reduced ability to assess client's mood and/or status compared to face-to-face interactions. In addition, telehealth may provide less confidentiality (e.g., conversations being overheard or accessed) or less reliable connections (e.g., dropped calls, poor internet connection, etc.).
- I understand that staff members of HopeSprings Counseling Services are not permitted to follow or friend the client or me on social media platforms (e.g., Facebook, Twitter, Instagram, etc.). This practice protects the confidentiality of the client and supports a healthy therapeutic relationship with the therapist/ HopeSprings staff.
- While telehealth services provide the opportunity for services to be recorded via audio and/or video, no treatment services will be recorded without your consent. Any video/audio recording would be for the sole purposes of staff training and/or supervision and will never be made public. We request that neither the client, you or any other third party record treatment services in any manner due to potential risks to your confidentiality (e.g., recording is accessed and/or uploaded by a third party). Cunningham has no ability to protect the confidentiality of recordings made by a client, his/her guardian or any other third party.
- I have been apprised of the client's rights and I have been informed of the services offered by HopeSprings. I have also received this information in writing.
- I am legally able to sign this form as this client's parent or legal guardian.

HopeSprings Counseling Services
Client Rights and Informed Consent Acknowledgement

I have been informed of the rights and responsibilities described above and understand how they apply to me as a client of HopeSprings Counseling Services. If I do not understand my rights or have questions about my rights and responsibilities, I may ask my therapist to explain them to me at any time.

Client Name (printed)

Date

Client Signature

Date

Guardian Signature (if applicable)

Date

Witness Signature

Date

As a Staff member of HopeSprings, I affirm that I have explained these rights to the client in a language or a method of communication he/she understands and believe these rights to have been understood. I have also reviewed the process for filing a grievance.

Staff Signature

Date