



701 Devonshire Dr. Suites B16-18 • Champaign, Illinois 61820 • 217-531-2360

# Client Rights, Expectations, and Responsibilities Handbook

# Welcome to HopeSprings Counseling Services, A Program of Cunningham Children's Home

For more than 120 years, Cunningham Children's Home has developed great expertise in working with youth in crisis and their families. As the needs of our community change and grow, Cunningham believes it is time to share our expertise with everyone.

We welcome the opportunity to provide you with high quality counseling services. This manual outlines your rights as a client, your responsibilities while receiving counseling services and the expectations of those receiving services at HopeSprings.

Cunningham's mission is to nourish hope through effective solutions so children thrive and families flourish. HopeSprings provides hope and healing directly to youth and families in our community. We offer a safe and nurturing environment that allows opportunity for growth, healing, and recovery. Counselors are highly trained in trauma-informed care and can use their expertise to help guide the recovery process.

## Treatment Process

When you seek treatment at HopeSprings you will be assigned a therapist. You and your therapist will work together to complete a comprehensive assessment and treatment plan. You are the most important person involved in your treatment. You have choices in your treatment, which include involving your family or others in your treatment.

With your input, the treatment plan guides your treatment. It identifies treatment goals, objectives, and measurable outcomes for you to work on with your therapist. The treatment plan also identifies the types of services, frequency and duration of the services you will receive as well as the staff responsible for providing the service. You and your therapist will review your treatment plan at least every six months. As you make progress or circumstances change, changes can be made to your treatment plan. Your therapist will go over benefits, risks, side effects, and alternatives of your treatment during the treatment planning process.

It is important that you attend your scheduled sessions consistently. If you need to cancel or reschedule your appointment, please do so with at least 24-hour notice so that we can offer the appointment time to someone else who may be waiting. If you are not consistent in attending your therapy appointments, you could be discharged from services. If you miss three consecutive therapy sessions or your overall attendance is inconsistent, HopeSprings could terminate your services.

60 days following the completion of your treatment or termination of services, your therapist or a HopeSprings staff person will contact you to see how your recovery is going. They will review the progress made while at HopeSprings and explore your desire and/or need for additional services. These services could be counseling services at HopeSprings or services provided at other social service agencies in the community.



## Counseling Services

The staff at HopeSprings have diverse training and certification in these areas:

- Attachment, Self-Regulation, and Competency (ARC)
- Attachment Disorders
- Attention Deficit Hyperactivity Disorder
- Autism Spectrum Disorders
- Child physical abuse, sexual abuse, and neglect
- Cognitive Behavioral Therapy (CBT)
- Collaborative Problem-Solving (CPS)
- Dialectal Behavioral Therapy (DBT)
- Domestic Violence and Sexual Assault
- Eye Movement Desensitization and Reprocessing (EMDR)
- Motivational Interviewing
- Major Depressive Disorder, Bipolar Disorder, and other Mood Disorders
- Neurosequential Model of Therapeutics (NMT)
- Oppositional Defiant and other Behavioral Disorders
- Parent/child relational issues
- Play Therapy
- Post-Traumatic Stress Disorder and other Anxiety Disorders
- Relationship Issues
- Skills-Streaming
- Theraplay
- Trauma-Informed Care (TIC)
- Trauma-Focused Cognitive Behavioral Therapy (TFCBT)

Through HopeSprings, therapists will address these issues by offering trauma-informed care through individual, family, and group sessions in office or community.

## Staff Certified in Trauma-Focused Cognitive Behavioral Therapy

Trauma-Focused Cognitive Behavioral Therapy is a components-based treatment model that incorporates trauma-sensitive interventions with cognitive behavioral, family, and humanistic principles and techniques.

Children and parents learn new skills to help process thoughts and feelings related to traumatic life events; manage and resolve distressing thoughts, feelings, and behaviors related to traumatic life events; and enhance safety, growth, parenting skills, and family communication.

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## Scheduling and Cancelling Appointments

To schedule an appointment, call (217) 531-2360. If you need to cancel or reschedule your appointment, please call 24 hours in advance. We will reschedule your appointment and be able to offer your cancellation to someone else in need. While we understand that certain circumstances do not allow you to cancel 24 hours in advance, we appreciate as much notice as possible.

Hours:

8:30 a.m.-6:00 p.m. Monday-Thursday

8:30 a.m.-12:30 p.m. Friday

Crisis line numbers are provided on page 21 for after hour emergency needs.

See Fee Agreement and Financial Policy for additional information regarding fees that may be associated with missed appointments.

## Injuries

If you are injured while at HopeSprings, you should notify staff immediately, regardless of how minor you believe the injury to be.

## Emergency Evacuation Information

Look for Emergency Evacuation (Fire Evacuation-Tornado Shelter) diagrams posted throughout HopeSprings Counseling Services.

In the event of an emergency, it is important to remain calm, quiet, and listen for instructions. Should a fire alarm go off staff will support you to the closest exit. If a tornado weather warning is issued, staff will escort you to the designated area.

## Client Emergency Situation

Should a client emergency arise, and a panic alarm is activated, please remain calm and follow instructions given to you by your therapist/HopeSprings staff.

## Weapon Free Environment

HopeSprings prohibits weapons of any kind in or around the facility. This includes guns, knives, tire irons, mace, or other similar items. This prohibition also includes individuals who have a valid conceal carry permit. HopeSprings Counseling has posted the Illinois No Concealed Gun sticker on the front door entering the facility. Local law enforcement will be called if weapons are brought into the clinic.

## Smoke-Free Environment

HopeSprings prohibits smoking or use of other tobacco products, and illicit drugs inside the facility. Smoking outside must be a minimum of 15 feet from the entryway and is prohibited under the blue awning.

## Drug-Free Environment

HopeSprings prohibits illicit drugs of any kind in or around the facility. Any person discovered with illicit drugs will be asked to leave HopeSprings immediately. If the person refuses, local law enforcement will be notified immediately. Any person found to be under the influence will be asked to reschedule their appointment. HopeSprings will request any person under the influence to call someone for a ride if they drove themselves to their appointment.

HopeSprings requests that all clients and guests (i.e., family members, etc.) not come to the HopeSprings smelling of illicit drugs, including cannabis. HopeSprings specializes in trauma-informed care and provides services to those who have experienced trauma, including trauma experiences involving substance use/abuse. The smell of illicit substances, including cannabis, can be a trauma trigger for clients and guests (i.e., family members). Any person discovered to smell of illicit drugs, including cannabis, will be asked to leave HopeSprings immediately.



## Expectations for all Clients:

- Check in at the reception area and be prepared to confirm your insurance information, address, and phone number.
- Be on time for your appointment. If you are 15 or more minutes late for your appointment, you will need to reschedule your appointment and it will be considered a client missed appointment.
- Complete all required assessments in a timely manner.
- Keep your cell phone on silent and/or vibrate, and refrain from taking or making calls where your conversation will be disruptive to others.
- If you need to use the restroom, please ask and someone will direct you to the facilities.
- All parents/guardians/care givers are responsible for minor children and their behavior.
- Use responsible behavior and language throughout the clinic. Profanity, racial, sexual or discriminatory comments, and/or verbal abuse toward anyone will not be tolerated.
- Tell your therapist or a HopeSprings staff if you have been abused, neglected, or exploited. All Cunningham/HopeSprings staff are mandated reporters. Mandated reporters are required to call the DCFS Hotline when they have **reasonable cause to believe** that a child known to them in their professional or official capacity may be an **abused or neglected child**. The Hotline worker will determine if the information given by the reporter meets the legal requirements to initiate an investigation.

Note: Rules that are broken or disregarded will be addressed based on the nature and severity of the infraction. This could range from a simple reminder or discussion to a change in treatment plan, or discharge from services. The above expectations should always be followed when at HopeSprings Counseling Services.

## As a client of HopeSprings Counseling Services, you have the following responsibilities:

To know and abide by all the responsibilities and expectations outlined in the handbook.

- To know your rights as a client of this agency and to be considerate and respectful of the rights of both clients and staff.
- To use the grievance procedure if you feel your rights are being violated.
- To respect and honor the confidentiality and privacy of others.
- To know the names of the staff working with you
- To be honest and forthcoming about matters which relate to your services.
- To participate to the best of your ability in services and follow the recommendations offered by staff.
- To actively engage in and attend services as they are prescribed on your treatment plan.
- To keep appointments and cancel appointments with at least 24 hours' notice if you cannot keep them.
- To report changes in your condition to those responsible for your care and welfare.
- To respect the property belonging to HopeSprings/Cunningham, other clients, and HopeSprings staff members. HopeSprings staff members and other clients can take legal action to recover the cost of his/her damaged property.
- To be responsible for your personal property while receiving service at HopeSprings. HopeSprings /Cunningham is not responsible for lost or stolen property.
- To refrain from any form of physical or verbal abuse or threat toward staff or other clients. Violation of this responsibility could result in immediate discharge from services and grounds for legal involvement if appropriate.
- To inform the Program Assistant/Accounts Receivable Specialist of any changes in your address or other contact information, financial situation or insurance coverage.
- To pay co-pays, deductibles and/or co-insurances (if known) that are due at the time of service.
- To ask questions any time you do not understand something.
- If you are no longer interested in services, you agree to notify your assigned therapist or the Program Assistant.

## Please do NOT...

- Tamper with fire alarms or any other safety equipment.
- Make verbal or physical threats of violence against any HopeSprings/Cunningham staff or other clients.
- Destroy property belonging to HopeSprings/Cunningham, HopeSprings/Cunningham staff members, or other clients
- Use intimidation against staff or other clients
- Attempt to friend staff members of HopeSprings Counseling Services} on social media platforms (e.g., Facebook, X, Instagram, etc.) or search for personal information about staff members of HopeSprings Counseling Services on the internet or other resources.
- Carry or conceal any type of weapon
- Distribute or sell drugs of any kind
- Consume or bring alcoholic beverages, drugs or non-prescribed medication to HopeSprings Counseling Services.
- Smoke or chew tobacco inside HopeSprings Counseling Services or smoke within 15 feet of the HopeSprings awning.
- Bring food into the clinic, including the reception area.
- Ask to borrow money from HopeSprings/Cunningham staff or other HopeSprings/Cunningham clients
- Enter a staff office, Play Therapy/Sensory Room, Therapy Rooms, Conference Room, or Intake office without being accompanied by staff.
- Enter the area of HopeSprings that is designated as 'Employees Only'
- Sleep or lie down on the couches, chairs, rearrange furniture, lean chairs back against walls, put feet on the furniture, or adjust the window blinds.
- Come behind the reception desk without being accompanied by HopeSprings/Cunningham staff.
- Use your cell phone camera, or any other camera/recording device, to take pictures or record therapy sessions, treatment services, HopeSprings/Cunningham staff, or clients.
- Leave children/adolescents in the reception area without supervision. HopeSprings does not provide any type of supervision of children/adolescents

## Appropriate Dress

Clients are responsible for wearing appropriate clothing when at HopeSprings Counseling Services. If you are not dressed appropriately, staff will discuss it with you.

- Cover up. Sagging, short, low-cut, or see-through clothing is not appropriate dress.
- Do not wear clothing that advertises drugs or alcohol or includes profanity.
- Shoes are always required.

## As a person served at HopeSprings, your rights include, but are not limited to:

- 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 Guardianship and Advocacy Commission and Equip for Equality, Inc. Staff shall offer assistance to a client in contacting these groups, giving each client the address and telephone number of the Guardianship and Advocacy Commission and Equip for Equality, Inc.
- 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 their process for filing a grievance.
- 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.

My rights as a client at HopeSprings Counseling Services, A program of Cunningham Children's Home have been explained to me and I understand what they are. I have read (or had read to me) and received a copy of the document entitled Client Rights Statement. I also understand that the rules which describe these rights are available to me if I want. I have received a copy of Grievance Process describing the process for filing a complaint.

## HopeSprings' Grievance Process

As a client at HopeSprings Counseling Services, a Program of Cunningham Children's Home, you have a right to file a grievance (complaint) about the services you receive, decisions that are made or how you are treated. This explains what a grievance is, how to file a grievance, and how HopeSprings/Cunningham staff will respond to a grievance. If you have more questions about this process, talk with your therapist or the associate director of clinical services.

### **1. What Is A Grievance?**

A grievance is a complaint. Grievances can be about many things, but most grievances involve how you are treated, services you receive or decisions that are made that you believe are not the best for you.

### **2. Who Can File A Grievance?**

- You (the client)
- Your legal guardian (if applicable)
- Professional staff involved in your case

### **3. How Do I File A Grievance?**

a. Ask for a grievance form from your therapist or the Program Assistant. The form has 3 questions:

- 1) What are you filing a grievance/complaint about?
- 2) What right(s) have been violated?
- 3) What would you like to see happen in response to your grievance/complaint?

\*If you need help filling out the form, any staff person can help you. Be sure to sign and date the completed grievance form.

b. The completed form may be given to the Program Assistant or to your therapist. The person who receives the grievance will sign and date the grievance form and make a copy for you.

c. The grievance form will then be given to Ann Percy, the Director of Community-Based Services. Ann will decide who will review the grievance. Depending on the issue, it may be reviewed by either Ann or the Associate Director of Clinical Services.

d. Either Ann or the Associate Director of Clinical Services will schedule a meeting with you to talk about the grievance. After the meeting, Ann or the Associate Director of Clinical Services will schedule a meeting with you to talk about the grievance. After the meeting, Ann or the Associate Director of Clinical Services will send you a letter telling you what was decided. This step may take up to 10 business days.

e. If your grievance has not been resolved, it will then be forwarded to Pat Ege, Vice President of Program Services. Pat will schedule time to talk with you about the grievance. After the meeting, Pat will send you a letter telling you her decision. This step may take up to 10 business days.

f. If the grievance still has not been resolved, Pat will send the grievance to Marlin Livingston, President/CEO. The President/CEO will schedule time to talk with you about the grievance. After the meeting, he will send you a letter telling you his decision about your grievance. This step may also take up to 10 business days. Marlin's decision is generally final and cannot be appealed. However, depending on the nature of the grievance and our ability to resolve the issue, your grievance may go to the Cunningham Board of Directors for review. The decision of the Board is final and cannot be appealed.

#### 4. What Else Should I know?

- Any staff person involved in your grievance will not decide how it will be handled. This may mean that the grievance will skip a step or another person in a similar position will review your grievance instead.
- You may take back or stop a grievance you have submitted at any time.
- There will not be any consequence for filing a grievance.

- The 10-business daytime limit for each step of the grievance process may be increased if both you and the staff person agree. If Cunningham staff do not meet the 10-business daytime limit (and you did not agree to a change), the grievance will move to the next step in the process. The grievance will not automatically be resolved in your favor.
- If you have any problems using the grievance process, please contact Shawn Peterson, Director of Quality Improvement ([speterson@cunninghamhome.org](mailto:speterson@cunninghamhome.org) or 217-367-3728) for help.
- You may also present grievances to the agency that is funding your services at HopeSprings. These agencies have their own grievance procedure. Contact information is below:

## You have the right to contact the following agencies if you believe your rights have been

Client Rights/Advocacy Agencies	State Agencies
Guardianship & Advocacy Commission Eastern Central Regional Office 2125 S. 1 <sup>st</sup> Street Champaign, IL 61820 (217) 278-5577; (866) 274-8023	Illinois Department of Human Services Division of Mental Health 319 East Madison Ave., Suite 3B Springfield, IL 62701 (217) 782-6470
Equip for Equality 235 S. Fifth St. Springfield, IL 62705 (217) 544-0464; (800) 758-0464 TTY (800) 610-2779	Illinois Mental Health Collaborative P.O. Box 06559 Chicago, IL 60606 (866) 359-7953 TTY (866) 880-4459
Illinois Department of Human Services Division of Mental Health Statewide Coordinator of Deaf & Hard of Hearing Services 901 Southwind Road Springfield, IL 62703 Voice (217) 786-0023; Fax (217) 786-0024 Video Phone (217) 303-5807	Department of Human Services: DHS Family Community Center for Champaign County 705 N. Country Fair Dr. Champaign, IL 61821 (217) 278-5605 DHS Help Line: (800) 843-6154
The Office of Civil Rights (OCR) 233 North Michigan Avenue Chicago, IL 60601 (800) 368-1019	Illinois Department of Children & Family Services 508 South Race Street Urbana, IL 61801 (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 Road Bloomington, IL 61704-9327 1-800-888-4456 (309)829-2065
	Department of Children and Family Services Administrative Hearings Unit 406 E. Monroe Street Springfield, IL 62707 (217) 782-6665
	Illinois State Board of Education 100 North First Street Springfield, IL 62777 (217) 782-4321
	HFS-Appeal Line Bureau of Hearings 69 West Washington, 4th Floor Chicago, IL 60602

## Informed Consent & Fee Agreement and Financial Policy

### HopeSprings Counseling Services

#### Treatment Consent Forms

#### **I. HopeSprings 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 and Health Information Technology for Economic and Clinical Health Act (HITECH) of 2009. 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 Illinois Medicaid Comprehensive Assessments of Needs and Strengths (IM+CANS) or Individualized Treatment Plan (as applicable) that describes the services that will be provided to you. Your IM+CANS or Individualized Treatment Plan will be reviewed at least every six months.
- The right for you and your guardian (if applicable) 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 (if applicable) 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.
- An adult under guardianship may request and receive counseling services without guardian consent. The adult's guardian shall not be informed, without consent of the adult, unless the therapist believes such disclosure is necessary. If the therapist determines that this disclosure is necessary, they will inform the adult who is receiving services. Without the consent of the adult's guardian, counseling shall be limited to a maximum of 12 sessions with sessions lasting no more than 60 minutes. An adult's guardian may not be held liable for the costs of counseling services which are received without their consent.
- 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, 200 S. 2<sup>nd</sup> Street, Suite 20, Pekin, IL 61554 (telephone: 309-346-2094).

- 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 (toll-free number for seniors) or 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, 4<sup>th</sup> 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 500, Springfield, IL 62701 (telephone: 217-544-0464 or 800-758-0464). 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 (HIPAA) 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/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.

## II. **HIPAA Rights** Effective Date: April 14, 2003 (with modifications as of 2013)

***THIS NOTICE DESCRIBES HOW CONFIDENTIAL INFORMATION ABOUT YOU MAY BE USED AND DISCLOSED AND HOW YOU CAN GET ACCESS TO THIS INFORMATION. PLEASE REVIEW IT CAREFULLY.***

We respect client confidentiality and only release confidential information about you in accordance with the Illinois and federal law. This notice describes our policies related to the use of the records of your care generated by this agency.

Privacy Contact: If you have any questions about this policy or your rights contact: Director of Quality Improvement at (217) 367-3728.

### **USE AND DISCLOSURE OF PROTECTED HEALTH INFORMATION**

To effectively provide you care, there are times when we will need to share your confidential information with others beyond HopeSprings Counseling Services. These situations include:

Treatment. We may use or disclose treatment information about you to provide, coordinate, or manage your care or any related services, including sharing information with others outside HopeSprings that we are consulting with or referring you to.

Payment. With your written consent, information will be used to obtain payment for the treatment and services provided. This will include contacting your health insurance company for prior approval of planned treatment or for billing purposes. You have a right to restrict certain disclosures of your protected health information if you pay out of pocket in full for the services provided to you.

Healthcare Operations. We may use information about you to coordinate our business activities. This may include setting up your appointments, reviewing your care, training staff.

Information Disclosed Without Your Consent. Under Illinois and federal law, information about you may be disclosed without your consent in the following circumstances:

Emergencies. Sufficient information may be shared to address the immediate emergency you are facing.

Follow-up Appointments/Care. We will contact you to remind you of future appointments or information about treatment alternatives or other health-related benefits and services that may be of interest to you. We will leave appointment information via voicemail, e-mail, or text message unless you tell us not to.

As Required by Law. This would include situations where we have a subpoena, court order or are mandated to provide public health information, such as communicable diseases or suspected abuse and neglect such as child abuse, elder abuse, or institutional abuse.

Coroners. In the event of your death, we are required to disclose information about the circumstances of your death to a coroner who is investigating it.

## **HIPAA NOTICE OF PRIVACY PRACTICES**

Governmental Requirements. We may disclose information to a health oversight agency for activities authorized by law, such as audits, investigations, inspections, and licensure. There also might be a need to share information with the Food and Drug Administration related to adverse events or product defects. We are also required to share

information, if requested, with the U.S. Department of Health and Human Services to determine our compliance with federal laws related to health care and to Illinois state agencies that fund our services or for coordination of your care.

Criminal Activity. If a crime is committed on our premises or against our personnel, we may share information with law enforcement to apprehend the criminal. We also have the right to involve law enforcement when we believe an immediate danger may occur to someone.

Fundraising. As a not-for-profit provider of health care services, we need assistance in raising money to carry out our mission. We may contact you to seek a donation. You will have the opportunity to opt out of receiving such communication. You may also opt out of our providing your contact information for any marketing that results in compensation to HopeSprings Counseling Services

## **CLIENT RIGHTS**

You have the following rights under Illinois and federal law:

Copy of Record. You are entitled to inspect the client record HopeSprings has generated about you. We may charge you a reasonable fee for copying and mailing your record. These fees will be based on limits set by State law (Illinois State Comptroller's office) which are adjusted periodically. As our client, you will not be charged a handling fee nor will anyone designated as your personal representative.

Release of Records. You may consent in writing to release of your records to others, for any purpose you choose. This could include your attorney, employer, or others who you wish to have knowledge of your care. You may revoke this consent at any time, but only to the extent no action has been taken in reliance on your prior authorization. Except as described in this Notice or as required by Illinois or federal law, we cannot release your protected health information without your written consent.

Restriction of Record. You may ask us not to disclose part of the clinical information. This request must be in writing. HopeSprings Counseling Services is not required to agree to your request if we believe it is in your best interest to permit use and disclosure of the information. The request should be given to the **Privacy Contact**.

Contacting You. You may request that we send information to another address or by alternative means. We will honor such request as long as it is reasonable, and we are assured it is correct. We have a right to verify that the payment information you are providing is correct. We will also be glad to provide you information by e-mail if you request it. If you wish us to communicate by e-mail you are also entitled to a paper copy of this privacy notice.

### **HIPAA NOTICE OF PRIVACY PRACTICES**

Amending Record. If you believe that something in your record is incorrect or incomplete, you may request we amend it. To do this contact the **Privacy Contact** and ask for the *Request to Amend Health Information* form. In certain cases, we may deny your request. If we deny your request for an amendment you have a right to file a statement that you disagree with us. We will then include your statement as well as our response in your record.

Accounting for Disclosures. You may request an accounting of any disclosures we have made related to your confidential information, except for information we used for treatment, payment or health care operations purposes or that we shared with you or your family, or information that you gave us specific consent to release. It also excludes information we were required to release. To receive information regarding disclosure made for a specific time period (no longer than six years and after April 14, 2003), please submit your request in writing to our **Privacy Contact**. We will notify you of the cost involved in preparing this list.

Notification of Breach. You have a right to be notified if there is a breach of your unsecured protected health information. This would include information that could lead to identity theft. You will be notified if there is a breach or a violation of the HIPAA Privacy Rule and there is an assessment that your protected information may be compromised.

Questions and Complaints. If you have questions or wish a copy of this Policy or have any complaints you may contact our **Privacy Contact** in writing at our office for further information. You also may complain to the Secretary of the U.S. Department of Health and Human Services if you believe HopeSprings Counseling Services has violated your privacy rights. We will not retaliate against you for filing a complaint.

Changes in Policy. HopeSprings Counseling Services reserves the right to change its Privacy Policy based on the needs of the Agency and changes in state and federal law.

### **III. HopeSprings Fee Agreement**

This contains important information regarding fees and insurance. Please review and make sure you understand the policy. If you have any questions, please discuss with the Intake & Billing Coordinator or the Program Assistant BEFORE signing.

Before scheduling your first appointment, HopeSprings Counseling asks for credit or debit card information that will be kept on file to be used as a form of payment for co-pays, co-insurance, deductibles, late cancellations, missed

appointments, and past due account balances. When a fee is applied to your account, the card you selected to be on file will be automatically charged on the date of the fee application. The Program Assistant should be contacted if a card is no longer active or you wish to have another card/account billed.

### **Fees for Services**

HopeSprings offers a wide variety of services. All services are provided by a professional and billed accordingly. Co-pays and other out of pocket expenses are due at the time of service.

### **Health Insurance**

As a courtesy HopeSprings will submit claim information to your insurance provider, if applicable, to help assist with the cost of treatment.

- If insurance is being used, **ALL** co-pays and deductibles are due and charged at the time of service.
- Co-insurance and service fees will be charged at a later date once an insurance payment has been verified. Payment of these fees will be due at the next day of service after verification.
- If Medicaid is being used, any spenddown fees, if applicable, are due at the time of service.
- Eligibility of benefits is not a guaranteed reflection of benefits paid; therefore, you, as the policy holder, will be personally and fully responsible for any services not covered by insurance.

Health insurance is used to assist in the payment process; however, you are ultimately responsible for payment. Should insurance leave an unexpected balance on your account, you will be responsible for paying the balance upon notice. Services may be terminated in 30 days if your account is not paid in full.

### **Client Responsibility for Payment**

In general, clients are responsible for payment at the time of service.

- If you cannot pay for the services at the time of your appointment, you will not be seen.
- Co-insurance and service fees must be paid within 30 days of being applied to your account. A failure to pay these charges in the 30-day time frame may result in you being discharged from services.
- Accepted forms of payment are cash, check, credit cards (Visa, Mastercard, Discover, and American Express), and debit cards. Checks should be made payable to Cunningham Children's Home.
- If services are paid by check or credit/debit card and there are non-sufficient funds, a \$25 fee will be charged in addition to the amount owed for services.
- If you do not have insurance or other benefits you may request the sliding scale application from the Program Assistant.

### **Late Cancellation/No Show Fees**

- ***Cancellations and Missed Appointments:***  
Insurance companies and Medicaid do not pay for missed or cancelled appointments. **Cancellations require at least 24-hour notice by phone.** If we are closed or otherwise unavailable, leave voicemail to cancel. If an appointment is cancelled or missed without the appropriate notice, you will be charged \$25.00.
- ***Late Cancellations:***  
HopeSprings understands that illnesses and emergencies happen. Each client is gifted one free late cancellation per calendar year. For the free late cancel to be applied, you must inform us at the time of cancellation of appointment. For all other cancellations, you will be charged a \$25.00 late cancellation fee (this is discounted from our usual hourly rate of \$175.00)
- ***No Shows:***  
If you do not show up for your scheduled appointment and do not provide a minimum of 24 hour notice you will be charged a \$25.00 fee, no exceptions. We are not like a doctor's office where we schedule multiple people an hour

knowing some may not show up. Our providers set aside one hour specifically to see you. It is not acceptable to miss your appointment.

## HopeSprings Counseling Services

### Consent Acknowledgement & Agreement

#### **HopeSprings Informed Consent**

*For the client:*

- I am seeking services with 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 (<http://hopespringscu.org>) 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 I am not to follow or attempt to friend staff members of HopeSprings Counseling Services on social media platforms (e.g., Facebook, X, Instagram, etc.) nor am I to search for personal information about staff members of HopeSprings Counseling Services on the internet or other resources. In turn, I also understand that staff members are prohibited from attempting to follow or friend me on social media and are not permitted to access personal information about me on the internet. These practices protect my confidentiality, builds trust, and support a healthy therapeutic relationship with my therapist/HopeSprings staff. Violations of this expectation may result in termination of services.
- I understand that if I present in a violent or threatening manner toward HopeSprings staff, services may be discontinued immediately depending on the nature of the behavior. Alternatively, I may be asked to enter a 30-day treatment contract which places expectations on my behavior 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.

*For the 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 (<https://hopespringscu.org>) 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 their 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) using 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, their 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, X, Instagram, etc.) or search for client information via the internet. I further understand that a client/parent/guardian should not attempt to follow or friend the therapist on social media. 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, their 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.

### **Financial Policy Acknowledgement**

- I have been informed of the Fee Agreement and Financial policy as described above and understand how they apply to me as a client my child of HopeSprings Counseling Services.
- I authorize HopeSprings is authorized to bill my insurance company on my behalf for services provided.
- I authorize for HopeSprings Counseling Services to charge my credit/debit card as needed according to the terms of this Fee Agreement.
- I understand it is my responsibility to communicate any changes to my benefits or financial information, if applicable, to HopeSprings and that failure to do so may result in services being billed directly to me.
- I understand that at a minimum, HopeSprings will require annual benefit information updates.
- I understand that I am personally and fully responsible for the cost of any services not covered by my insurance OR payment of services in full under a sliding fee agreement.
- Under HIPAA, HopeSprings is permitted to release required information to your insurance provider for processing payment.

- HopeSprings is authorized to act on my behalf to obtain payment, and I authorize the rights to the claims and payments from my insurance to HopeSprings. Should I receive any reimbursement directly for services provided to me by HopeSprings, I will turn over the payment within ten business days.
- I understand that HopeSprings will assist in submitting billings to my insurance company for payment but that not all mental health services are covered by insurance companies.

I have been informed and understand the rights and responsibilities and how they apply to me as a client of HopeSprings Counseling Services. By receiving services at HopeSprings, I acknowledge and agree to all the terms and conditions set forth in the Client Rights, HIPAA Rights and Financial Policy information provided above. I also acknowledge and agree to all the HopeSprings Informed Consent and Financial Policy. If I do not understand my rights or have questions about my rights and responsibilities, I understand that I can ask for them to be explained to me at any time. I also understand that I can ask for a HopeSprings Counseling Services Handbook at any time or access this information, along with the handbook, on the HopeSprings Counseling Services website (<http://hopespringscu.org>)

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Client Name (printed)

Date

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Client Signature

Date

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Guardian Signature (if applicable)

Date

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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.

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Staff Signature

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Date

## HopeSprings Counseling Services

701 Devonshire Dr., Suite B16-18, Champaign, IL 61873

Phone: (217) 531-2360

fax: (217) 352-2635

### Crisis Line Numbers:

**CARES Crisis Line:** (800) 345-9049  
(773) 523-4504 (TTY)

**Champaign/Ford County**  
Rosecrance Crisis Line: (217) 359-4141

**Vermilion County**  
Crosspoint Human Services Crisis Line: (217) 443-5566  
Crosspoint Domestic Violence Hotline: (888) 549-1800

**Iroquois/Kankakee County**  
Harbor House Crisis Line: (815) 932-5800

**Piatt County**  
Mental Health Center Crisis Line: (217) 762-4357

**McLean County**  
Center for Human Services Crisis Line: (309) 827-5351

**DeWitt County**  
Human Resource Center Crisis Line: (217) 935-9496

**Edgar/Coles/Clark County**  
LifeLinks Crisis Line: (866) 567-2400

**Macon County**



## HopeSprings Counseling Services

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fax: (217) 352-2635

### Emergency Planning

❖ If there is no risk of harm to you or someone else, we ask that you/your family:

- Write down information about the emergency that you would like to discuss in your next session; or
- Call HopeSprings Counseling Services if a more immediate response is needed. Depending on the nature of the emergency, your therapist may request a brief phone meeting or an additional session to manage the situation.

❖ If there is a risk of harm to you or someone else, we ask that you/your family:

- Call the appropriate crisis line number (a list of crisis lines by county as well as suicide hotlines are provided on page 21 of this handbook).
- If the risk of harm is more urgent than can be managed by contacting crisis line, immediately go to your local medical center/emergency room.
- Contact HopeSprings Counseling Services after you have accessed the crisis line and/or medical care and are safe. We'll want to know basic information about what happened as part of planning for your next session.
- Following stabilization and discharge, your therapist will want to discuss what led to the need for contacting the crisis line, a hospital visit and/or details of any hospital stay (e.g., changes in medications, diagnoses, treatment recommendations, etc.) as well as your emotional and behavioral status post-discharge.