

**RAINBOW CENTER OF MICHIGAN, INC.  
CUSTOMER SERVICE MEMBER & RECIPIENT RIGHTS POLICY**

Title: Members & Recipient Rights Policy	Chapter: Rights and Responsibilities
	Approved by:  Winnifred Griffin Chief Executive Officer
<u>December 1, 2000</u> Date of Inception	<u>May 1, 2022</u> Updated

**Recipient Rights Policy:**

It is the policy of Rainbow Center of Michigan in conjunction with the administration rules for substance abuse/mental health services in Michigan that all persons seeking/receiving/having received services are extended and protected by specific rights with the execution of **procedures as follows:**

1. All service clients of Rainbow Center of Michigan, Inc., shall be allowed to exercise rights as a recipient and as a citizen, except as restricted by law or limited by policies of this program.
2. A client shall not be denied appropriate services on the basis of race, color, national origin, religion, sex, creed, physical handicap, martial status, sexual preference, or political, social or philosophical beliefs.
3. The admission of a recipient to Rainbow Center of Michigan, Inc., shall not result in the client being denied or deprived of any human rights, privileges or benefits guaranteed to individuals by law or by the Federal or State Constitutions.
4. A client may present grievances or suggest changes in program policies and services to the program staff, to this governmental body, or to other persons inside or outside the program without fear of retribution or denial of services.
5. A client shall not be physically, sexually, mentally, or otherwise abused or neglected by any staff personnel of Rainbow Center of Michigan, Inc. (Refer further to Abuse/Neglect Policy)
6. All clients have a right to review a written fee schedule.
7. A client shall be entitled to receive and examine, and be given an explanation of his/her financial bill, regardless of the source of payment.
8. Clients have the right to receive adequate information about the persons that serve them. All staff shall post applicable license and or credentials prominently in their work stations.
9. All clients shall have the right to information concerning any experimental procedures proposed as a part of his/her treatment or prevention services, and shall have the right to refuse to participate in the experiment without jeopardizing his/her continuing services.

10. All clients shall participate in the development of, and sign the comprehensive treatment plan as evidence of such participation. The client shall also sign any changes made by the staff member responsible for facilitating the treatment process.
11. A client shall have the right to refuse treatment and to be informed of the consequences of that refusal. When refusal of treatment prevents this program from providing appropriate services according to ethical and professional standards, the relationship with the recipient may be terminated upon reasonable notice to the client. Reasons for termination will be recorded in the client's record on the **"Discharge Summary"**.
12. A client shall receive adequate and appropriate services and shall be informed about his/her condition and proposed course of treatment in terms the client can understand.
13. A client shall have the benefits and risks associated with the use of any drugs or treatment procedures fully explained in terms the client can understand.
14. Rainbow Center of Michigan, Inc. shall take steps to insure that a client understands what will happen to them in treatment.
15. A client has the right to give prior informed consent, consistent with Federal confidentiality regulations; for the use and future disposition of products of special observation and audiovisual techniques (one way mirrors, tape recordings, video taping, photographs, and fingerprints.)
16. The dignity of each client is regarded, encouraged, and respected from the time the client enters treatment until he/she leaves the therapeutic process offered by Rainbow Center of Michigan, Inc.
17. The client has the right to review, receive a copy or summary of his/her medical records; unless in the judgment of the Director, such action would be detrimental to the client or others for the following reasons:
  - A. Granting the request will cause substantial harm to the relationship between the client and the program or to the programs capacity to provide services.
  - B. Granting the request for disclosure will cause substantial harm to the client. If the Director determines that such action will be detrimental, the client is allowed to review non detrimental portions of the record or a summary of the record. If a recipient is denied access to the entire record, the reason for the denial shall be documented and signed.
18. Upon admission, each client is provided the program's rules. Infractions which may lead to discharge shall be posted in a public area. The rules shall also specify the mechanism for appealing a discharge decision as well as which staff are authorized to discharge. The client signs an **"Infractions Which May Lead to Discharge"** which documents that a written copy of program rules were received and questions about it answered. The client shall also receive a copy of the rights brochure which has been approved by the State Bureau of Health Systems (Substance Abuse Services).
19. The Recipient Rights Policy and Procedures shall be provided to each staff member. Each staff member shall review this material and sign a form indicating that he/she understands and agrees to abide by this program's Recipient Rights Policy and Procedures. A copy of the signed form shall be maintained in each employee's personnel file, a second copy will be retained by the staff members.
20. The Director shall designate on staff member to serve as Recipient Right Advisor. Where possible, the

Recipient Rights Advisor shall not be a provider of counseling services. The Recipient Rights Poster listing the Advisor's name and telephone numbers shall be displayed in a public area accessible to the clients. The Recipient Rights Advisor shall be trained in accordance with State Bureau of Health Systems licensing regulations.

21. The Recipient Rights Advisor shall follow the rights process for substance abuse services promulgated by the Department of Consumer and Industry Services Bureau of Health Services-Substance Abuse Services.
22. Rainbow Center of Michigan Inc., will make a good faith effort to give written notice of termination of a contracted provider to each member who received his or her primary care from, or was seen on a regular basis by, the terminated provider. a. Notice to the member must be provided by the later of 30 calendar days prior to the effective date of the termination, or 15 calendar days after receipt or issuance of the termination notice.

### **Member Rights Policy**

1. Be provided with information about enrollee rights, responsibilities, and protections;
2. Be treated with respect and recognition of your dignity and right to privacy;
3. Be provided with information on the structure and operation of the RCOM;
4. Receive information about RCOM, its services, its practitioners and providers and rights and responsibilities;
5. Be provided freedom of choice among network providers;
6. A candid discussion of appropriate or medically necessary treatment options for your conditions, regardless of cost or benefit coverage and to freely communicate with your providers and without restriction on any information regarding care;
7. Be informed of the availability of an independent, external review of the UM final determinations;
8. Receive information on available treatment options;
9. Participate in decisions regarding health care, the refusal of treatment and preferences for future treatment decisions;
10. Be made aware of those services that are not covered and may involve cost sharing, if any;
11. Request and receive an itemized statement for each covered service and support you received;
12. Track the status of your claim in the claims process and obtain information over the telephone in one attempt or contact;
13. Receive information on how to obtain benefits from out-of-network providers;
14. Receive information on advance directives;
15. Receive benefits, services and instructional materials in a manner that may be easily understood;
16. Receive information that describes the availability of supports and services and how to access them;
17. Receive information you request and help in the language or format of your choice;
18. Receive interpreter services free-of-charge for non-English languages as needed;
19. Be provided with written materials in alternative formats and information on how to obtain them if you are visually and/or are hearing impaired or have limited reading proficiency;
20. Receive information within a reasonable time after enrollment;
21. Be provided with information on services that are not covered on moral /religious basis;
22. Receive information on how to access 911, emergency, and post-stabilization services as needed;
23. Receive information on how to obtain referrals for specialty care and other benefits that are not provided by the primary care provider;
24. Receive information on how and where to access benefits that are not covered under RCOM Medicaid contract but may be available under the state health plan, including transportation;
25. Receive information on the grievance, appeal and fair hearing processes;
26. Voice complaints and request appeals regarding care and services provided;
27. Timely written notice of any significant State and provider network-related changes;

31. Make recommendations regarding the RCOM member rights and responsibilities.
32. Be free from any form of restraint or seclusion used as a means of coercion, discipline, convenience or retaliation, as specified in other Federal regulations on the use of restraints and seclusion.
33. To request and receive a copy of your medical records, and request that they be amended or corrected.
34. A second opinion from a network provider, or arrange for you to obtain one outside the network, at no cost to you.
35. Obtain mediation to resolve a complaint or conflict.
36. Receive information on available treatment options and alternatives, presented in a manner
37. appropriate to your condition and ability to understand.
38. Request reports and documents that may better help you to understand your benefits, Privacy
39. Rights, Reports, data and tools that describe the work of the DWINH system. Documents can best be located on our website at [www.rainbowcm.com](http://www.rainbowcm.com) some of those documents include, but are not limited to:
  1. RCOM's Quality Improvement Program and Annual Report
  2. Notice of RCOM's HIPPA Requirements and Privacy Practices
  3. Clinical Practice Improvement Guidelines
  4. ECHO Survey Results
  5. Other Survey Results
  6. Complex Case Management
40. The State must ensure that you are free to exercise your rights, and that the exercise of your rights does not adversely affect the way RCOM and its network providers or the State agency treat the you.

### **Advanced Directive**

In accordance with 42 CFR 422.128 and 42 CFR 438.6, the Service Provider shall:

- a. Maintain written policies and procedures for advance directives.
- b. Provide adult members with written information on advance directive policies and a description of applicable state law and their rights under applicable laws.
- c. This information must be continuously updated to reflect any changes in state law as soon as possible but no later than 90 days after it becomes effective.
- d. Inform individuals that grievances concerning noncompliance with the advance directive requirements may be filed with Customer Services.
- e. Prohibit conditioning the provision of care based on whether or not the individual has executed an advance directive.