

Client Bill of Rights Document Overview

At Forge Health, we are committed to ensuring that every client receives the highest standard of care and respect. As part of this commitment, we provide a Client Bill of Rights that outlines the rights and protections afforded to individuals receiving services. Due to varying state regulations, we offer different Client Bill of Rights documents tailored to meet the specific legal and regulatory requirements of each location. The documents included here reflect the rights specific to the State of New Jersey, as well as the general Client Bill of Rights for all other Forge Health locations. These rights are designed to ensure transparency, fairness, and dignity for all clients in our care.

State of New Jersey – Client Bill of Rights

- [Client Bill of Rights - Alcohol and Drug Abuse Services](#)
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- [Forge Health Client Bill of Rights](#)

Client Bill of Rights - Alcohol and Drug Abuse Services **State of New Jersey**

Forge Health's Client Bill of Rights for clients receiving Alcohol and Drug Abuse Services is designed to help you feel more confident in the services we provide and to assure that we are meeting all your healthcare needs.

As a Forge Health client, you have the right to:

1. The right to be informed of these rights, as evidenced by the client's written acknowledgment or by documentation by staff in the clinical record that the client was offered a written copy of these rights and given a written or verbal explanation of these rights in terms the client could understand;
2. The right to be notified of any rules and policies the program has established governing client conduct in the facility;
3. The right to be informed of services available in the program, the names and professional status of the staff providing and/or responsible for the client's care, and fees and related charges, including the payment, fee, deposit, and refund policy of the program and any charges for services not covered by sources of third-party payment or the program's basic rate;
4. The right to be informed if the program has authorized other health care and educational institutions to participate in his or her treatment, the identity and function of these institutions, and to refuse to allow their participation in his or her treatment;
5. The right to receive from his or her physicians or clinical practitioner(s) an explanation of his or her complete medical/health condition or diagnosis, recommended treatment, treatment options, including the option of no treatment, risks(s) of treatment, and expected result(s), in terms that he or she understands;

- i. If, in the opinion of the medical director or director of substance abuse counseling, this information would be detrimental to the client's health, or if the client is not capable of understanding the information, the explanation shall be provided to a family member, legal guardian or significant other, as available;
 - ii. Release of information to a family member, legal guardian or significant other, along with the reason for not informing the client directly, shall be documented in the client's clinical record; and
 - iii. All consents to release information shall be signed by client or their parent, guardian or legally authorized representative;
6. The right to participate in the planning of his or her care and treatment, and to refuse medication and treatment.
 - i. A client's refusal of medication or treatment shall be documented in the client's clinical record;
7. The right to participate in experimental research only when the client gives informed, written consent to such participation, or when a guardian or legally authorized representative gives such consent for an incompetent client in accordance with law, rule and regulation;
8. The right to voice grievances or recommend changes in policies and services to program staff, the governing authority, and/or outside representatives of his or her choice either individually or as group, free from restraint, interference, coercion, discrimination, or reprisal;
9. The right to be free from mental and physical abuse, exploitation, and from use of restraints;
 - i. A client's ordered medications shall not be withheld for failure to comply with facility rules or procedures, unless the decision is made to terminate the client in accordance with this chapter; medications may only be withheld when the facility medical staff determines that such action is medically indicated;
10. The right to confidential treatment of information about the client;
 - i. Information in the client's clinical record shall not be released to anyone outside the program without the client's written approval to release the information in accordance with Federal statutes and rules for the Confidentiality of Alcohol and Drug Abuse Client Records at 42 U.S.C. 290dd-2, and 290ee-2, and 42 CFR Part 2.2.1 et seq., and the provisions of the Health Insurance Portability and Accountability Act (HIPAA) at 45 CFR Parts 160 and 164, unless the release of the information is required and permitted by law, a third-party payment contract, a peer review, or the information is needed by DHS for statutorily authorized purposes; and
 - ii. The program may release data about the client for studies containing aggregated statistics only when the client's identity is protected and masked;
11. The right to be treated with courtesy, consideration, respect, and with recognition of his or her dignity, individuality, and right to privacy, including, but not limited to, auditory and visual privacy;
 - i. The client's privacy also shall be respected when program staff are discussing the client with others;
12. The right to exercise civil and religious liberties, including the right to independent personal decisions;
 - i. No religious beliefs or practices, or any attendance at religious services, shall be imposed upon any client;

13. The right to not be discriminated against because of age, race, religion, sex, nationality, sexual orientation, disability (including, but not limited to, blind, deaf, hard of hearing), or ability to pay; or to be deprived of any constitutional, civil, and/or legal rights.
 - i. Programs shall not discriminate against clients taking medications as prescribed;
14. The right to be transferred or discharged only for medical reasons, for the client's welfare, that of other clients or staff upon the written order of a physician or other licensed clinician, or for failure to pay required fees as agreed at time of admission (except as prohibited by sources of third-party payment);
 - i. Transfers and discharges, and the reasons therefore, shall be documented in the client's clinical record; and
 - ii. If a transfer or discharge on a non-emergency basis is planned by the outpatient substance use disorder treatment program, the client and his or her family shall be given at least 10 days advance notice of such transfer or discharge, except as otherwise provided for in 10:161B-6.4(c);
15. The right to be notified in writing, and to have the opportunity to appeal, an involuntary discharge; and
16. The right to have access to and obtain a copy of his or her clinical record, in accordance with the program's policies and procedures and applicable Federal and State laws and rules.



Client Bill of Rights – Mental Health Services

State of New Jersey

Forge Health's Client Bill of Rights for clients receiving Mental Health services are provided to all Forge Health clients in accordance with N.J.A.C. 10:37-4.5.

These rights are posted at each facility.

1. The right to be free from unnecessary or excessive medication. (See 10:37-6.54.)
2. The right to not be subjected to non-standard treatment or procedures, experimental procedures or research, psycho-surgery, sterilization, electro-convulsive therapy or provider demonstration programs, without written informed consent, after consultation with counsel or interested party of the client's choice. (See N.J.A.C. 10:37-6, Article XV.)
 - i. If a client has been adjudicated incompetent, authorization for such procedures may be obtained only pursuant to the requirements of N.J.S.A. 30:4-24.2d(2).
3. The right to treatment in the least restrictive setting, free from physical restraints and isolation, provided, however, that a client in Inpatient Care may be restrained or isolated in an emergency pursuant to the provisions of N.J.S.A. 30:4-24.2d(3). (See N.J.A.C. 10:37-6, Article XV.)
4. The right to be free from corporal punishment.
5. The right to privacy and dignity.
6. The right to the least restrictive conditions necessary to achieve the goals of treatment/services.

In addition, the below rights are also guaranteed to clients:

1. Subject to any other provisions of law and the Constitution of New Jersey and the United States, no patient shall be deprived of any civil right solely by reason of his receiving treatment under the provisions of this Title nor shall such treatment modify or vary any legal or civil right of any such patient including but not limited to the right to register for and to vote at elections, or rights relating to the granting, forfeiture, or denial of a license, permit, privilege, or benefit pursuant to any law.
2. Every patient in treatment shall be entitled to all rights set forth in this act and shall retain all rights not specifically denied them under this Title. A notice of the rights set forth in this act shall be given to every patient within 5 days of his admission to treatment. Such notice shall be in writing and in simple understandable language. It shall be in a language the patient understands and if the patient cannot read it shall be read to him. In the case of an adjudicated incompetent patient, such procedure shall be followed for the patient's guardian. Receipt of this notice shall be acknowledged in writing with a copy placed in the patient's file. If the patient or guardian refuses to acknowledge receipt of the notice, the person delivering the notice shall state this in writing with a copy placed in the patient's file.
3. No patient may be presumed to be incompetent because he has been examined or treated for mental illness, regardless of whether such evaluation or treatment was voluntarily or involuntarily received. Any patient who leaves a mental health program following evaluation or treatment for mental illness, regardless of whether that evaluation or treatment was voluntarily or involuntarily received, shall be given a written statement of the substance of this act.

4. Each patient in treatment shall have the following rights, a list of which is prominently posted in the facility and brought to their attention:

Each client receiving services shall have:

1. The right to be informed of these rights, as evidenced by the client's written acknowledgment or by documentation by staff in the clinical record that the client was offered a written copy of these rights and given a written or verbal explanation of these rights in terms the client could understand;
2. The right to be notified of any rules and policies the program has established governing client conduct in the facility;
3. The right to be informed of services available in the program, the names and professional status of the staff providing and/or responsible for the client's care, and fees and related charges, including the payment, fee, deposit, and refund policy of the program and any charges for services not covered by sources of third-party payment or the program's basic rate;
4. The right to be informed if the program has authorized other health care and educational institutions to participate in his or her treatment, the identity and function of these institutions, and to refuse to allow their participation in his or her treatment;
5. The right to receive from his or her physicians or clinical practitioner(s) an explanation of his or her complete medical/health condition or diagnosis, recommended treatment, treatment options, including the option of no treatment, risks(s) of treatment, and expected result(s), in terms that he or she understands;
 - i. If, in the opinion of the medical director or director of mental health counseling, this information would be detrimental to the client's health, or if the client is not capable of understanding the information, the explanation shall be provided to a family member, legal guardian or significant other, as available;
 - ii. Release of information to a family member, legal guardian or significant other, along with the reason for not informing the client directly, shall be documented in the client's clinical record; and
 - iii. All consents to release information shall be signed by client or their parent, guardian or legally authorized representative;
1. The right to participate in the planning of his or her care and treatment, and to refuse medication and treatment;
 - i. A client's refusal of medication or treatment shall be documented in the client's clinical record;
1. The right to participate in experimental research only when the client gives informed, written consent to such participation, or when a guardian or legally authorized representative gives such consent for an incompetent client in accordance with law, rule and regulation;
2. The right to voice grievances or recommend changes in policies and services to program staff, the Governing Authority, and/or outside representatives of his or her choice either individually or as group, free from restraint, interference, coercion, discrimination, or reprisal;
3. The right to be free from mental and physical abuse, exploitation, and from use of restraints;
 - i. A client's ordered medications shall not be withheld for failure to comply with facility rules or procedures, unless the decision is made to terminate the client in accordance with this chapter; medications may only be withheld when the facility medical staff determines that such action is medically indicated;

4. The right to be treated with courtesy, consideration, respect, and with recognition of his or her dignity, individuality, and right to privacy, including, but not limited to, auditory and visual privacy;
 - i. The client's privacy also shall be respected when program staff are discussing the client with others;
5. The right to exercise civil and religious liberties, including the right to independent personal decisions;
 - i. No religious beliefs or practices, or any attendance at religious services, shall be imposed upon any client;
6. The right to not be discriminated against because of age, race, religion, sex, nationality, sexual orientation, disability (including, but not limited to, blind, deaf, hard of hearing), or ability to pay; or to be deprived of any constitutional, civil, and/or legal rights.
 - i. Programs shall not discriminate against clients taking medications as prescribed;
7. The right to be transferred or discharged only for medical reasons, for the client's welfare, that of other clients or staff upon the written order of a physician or other licensed clinician, or for failure to pay required fees as agreed at time of admission (except as prohibited by sources of third-party payment);
 - i. Transfers and discharges, and the reasons therefore, shall be documented in the client's clinical record; and
 - ii. If a transfer or discharge on a non-emergency basis is planned by the outpatient substance use disorder treatment program, the client and his or her family shall be given at least 10 days advance notice of such transfer or discharge
8. The right to be notified in writing, and to have the opportunity to appeal, an involuntary discharge; and
9. The right to have access to and obtain a copy of his or her clinical record, in accordance with the program's policies and procedures and applicable Federal and State laws and rules.



Forge Health Client Bill of Rights

All Locations

Forge Health's Client Bill of Rights is designed to help you feel more confident in the services we provide and to assure that we are meeting your healthcare needs. You are entitled to the rights included in this Bill of Rights as a matter of state law. Forge Health operates in different states, but we are committed to providing you with the same quality of care regardless of where you receive Forge Health Services. As a result, even though each state requires different patient rights, this Bill of Rights includes all requirements from all of the states we operate in, including the requirements codified in NJAC 10:161B – 16.2; 28 PA Code § 709.30; NH Rev. Stat. §151:21; and 105 CMR § 164.79.

As a Forge Health client, you have the right to:

BE TREATED WITH RESPECT

1. Be treated with courtesy, consideration, respect, and with recognition and promotion of your dignity, individuality, and self-respect.
2. Retain and exercise civil and religious liberties without interference.
3. Participate in activities of any social, religious, and community groups, unless doing so would infringe on the rights of other patients.
4. Not be discriminated against because of age, race, creed, ethnicity, color, religion, sex, marital status, familial status, nationality, sexual orientation, gender identity, disability, handicap, ability to pay, source of income, source of payment, profession, ability to speak English, or use of prescription medications.
5. Not to be deprived of your constitutional, civil, or legal rights.
6. Not be denied care due to Medicaid as a source of payment, if Forge Health has the capacity to treat you.
7. Not be denied admission, care, or services based solely on your vaccination status.
8. Be free from mental, emotional, psychological, sexual, and physical abuse, exploitation, neglect, corporal punishment, involuntary seclusion, and the use of restraints.
9. Be free from strip searches and body cavity searches.
10. Be free from coercion.
11. Not have your ordered medications withheld from you for failure to comply with Forge Health policies, unless your treatment is terminated.
12. Retain control over your bodily appearance and retain and use personal clothing and possessions as space permits, unless certain attire or personal decoration would interfere with treatment.
13. Request a referral to a facility that provides treatment in a way that you do not have religious objections to.
14. Receive drug screens in a way that preserves your dignity and accommodates any medically confirmed inability to give urine.
15. Not to be required to perform services for Forge Health, except where you agree to doing so for therapeutic or diversional purposes according to your plan of care.

KNOW ABOUT YOUR CARE

1. Receive an explanation of your condition, diagnosis, recommended treatment, treatment options (including the option of receiving no treatment), treatment risks, and expected

treatment results, as well as the manner and expected timeline of receiving results, unless receiving this information would be detrimental to your health.

2. Be informed by Forge Health about what services you are receiving, and what services are available to you at Forge Health.
3. Participate in the planning of your care and treatment.
4. Refuse medication and treatment or terminate your treatment.
5. Be informed by Forge Health about the names, professional status, and positions of the staff providing your care.
6. Be informed by Forge Health about any other health care or educational institutions that Forge Health has authorized to participate in your treatment, and to object to their involvement in your treatment.
7. Participate in experimental treatment only with your (or your legally authorized representative's) informed, written consent.
8. Right to grieve Forge Health's actions or decisions regarding your treatment.
9. Manage your own financial affairs.

CONFIDENTIALITY OF YOUR INFORMATION

1. Have your information be protected from release to anyone outside of Forge Health without your express written approval or except as otherwise permitted by law.[\[1\]](#)
2. Be treated with recognition of your right to privacy (including when Forge Health staff are discussing your treatment with other staff or treatment providers.)

ACCESS TO YOUR INFORMATION

1. Request and receive a copy of your clinical record.[\[2\]](#)
2. Appeal to Forge Health's director a decision limiting access to your clinical record, in addition to any rights you have under HIPAA.
3. Request that inaccurate, irrelevant, outdated, or incomplete information be corrected in your clinical record.
4. Submit rebuttal data or memoranda to add to or clarify any information in your clinical record.[\[3\]](#)

KNOW ABOUT FORGE HEALTH'S FEES AND POLICIES

1. Know about Forge Health's hours of operations.
2. Be informed by Forge Health about the fees and charges due for your care, including:
 - i. The fees and charges for any Forge Health services not typically covered by insurance.
 - ii. The services included and not included in any per diem rates.
 - iii. Forge Health's policies relating to payments, fees, deposits, and refunds.
3. Be notified—orally and in writing—of any relevant Forge Health rules and policies, especially relating to expectations of your conduct at Forge Health.
4. Voice grievances or recommend changes in Forge Health policies and services to Forge Health staff and leadership, or to others outside of Forge Health, free from restraint, interference, coercion, discrimination, or reprisal.
5. Be informed by Forge Health of the procedures to file a grievance or appeal a discharge.

PROPER DISCHARGE

1. Be transferred or discharged only for medical reasons, your welfare, a licensed clinician's order, or for failure to pay fees at time of admission.



2. To be informed about your transfer or discharge 10 days in advance (if your transfer or discharge is not an emergency).
3. Receive written notice of and appeal an involuntary discharge.

You are entitled to understand your rights. If you have any questions about this Client Bill of Rights, or would like an explanation of any of your rights, please do not hesitate to ask our Compliance Manager via email at compliance@forgehealth.com.

If you have questions or complaints about your care, you may contact the governing body in the state you receive services in, a full list of contacts by state is available on our website: <https://forgehealth.com/resources-information/client-service-issue-resolution/>

[1] If you are receiving treatment in New Jersey, your information may be released if required under the law, an insurance contract, peer review, or by the Department of Health and Human Services.

[2] If you are receiving treatment in Pennsylvania, Forge Health may temporarily remove portions of your record prior to giving you a copy of it, if viewing that information would be detrimental to you. If you are receiving treatment in New Hampshire, the charge for copying your records will not exceed \$15 for the first 30 pages or \$.50 per page, whichever is greater. Copies of filmed records such as radiograms, x-rays, and sonograms will be provided to you at a reasonable cost.

[3] If you are receiving treatment in Massachusetts, your request must be in the form of a written statement signed by you and your clinician.