



Your Information. Your Rights. Our Responsibilities.

This notice describes how medical information about you may be used and disclosed and how you can get access to this information.

Please review it carefully.

Your Rights

When it comes to your health information, you have certain rights. This section explains your rights and some of our responsibilities to help you.

Get an electronic or paper copy of your medical record

- You can ask to see or get an electronic or paper copy of your medical record and other health information we have about you. Ask us how to do this.
- We will provide a copy or a summary of your health information, usually within 30 days of your request. We may charge a reasonable, cost-based fee.

Ask us to correct your medical record

- You can ask us to correct health information about you that you think is incorrect or incomplete. Ask us how to do this.
- We may say “no” to your request, but we’ll tell you why in writing within 60 days.

Request confidential communications

- You can ask us to contact you in a specific way (for example, home or office phone) or to send mail to a different address.
- We will say “yes” to all reasonable requests.

continued on next page

Your Rights *continued*

Ask us to limit what we use or share

- You can ask us **not** to use or share certain health information for treatment, payment, or our operations.
 - We are not required to agree to your request, and we may say “no” if it would affect your care.
- If you pay for a service or health care item out-of-pocket in full, you can ask us not to share that information for the purpose of payment or our operations with your health insurer.
 - We will say “yes” unless a law requires us to share that information.

Get a list of those with whom we’ve shared information

- You can ask for a list (accounting) of the times we’ve shared your health information for six years prior to the date you ask, who we shared it with, and why.
- We will include all the disclosures except for those about treatment, payment, and health care operations, and certain other disclosures (such as any you asked us to make). We’ll provide one accounting a year for free but will charge a reasonable, cost-based fee if you ask for another one within 12 months.

Get a copy of this privacy notice

- You can ask for a paper copy of this notice at any time, even if you have agreed to receive the notice electronically. We will provide you with a paper copy promptly.

Choose someone to act for you

- If you have given someone medical power of attorney or if someone is your legal guardian, that person can exercise your rights and make choices about your health information.
- We will make sure the person has this authority and can act for you before we take any action.

File a complaint if you feel your rights are violated

- You can complain if you feel we have violated your rights by contacting us using the information on page 1.
- You can file a complaint with the U.S. Department of Health and Human Services Office for Civil Rights by sending a letter to 200 Independence Avenue, S.W., Washington, D.C. 20201, calling 1-877-696-6775, or visiting **www.hhs.gov/ocr/privacy/hipaa/complaints/**.
- We will not retaliate against you for filing a complaint.

Your Choices

For certain health information, you can tell us your choices about what we share. If you have a clear preference for how we share your information in the situations described below, talk to us. Tell us what you want us to do, and we will follow your instructions.

In these cases, you have both the right and choice to tell us to:

- Share information with your family, close friends, or others involved in your care
- Share information in a disaster relief situation
- Include your information in a hospital directory
- Contact you for fundraising efforts

If you are not able to tell us your preference, for example if you are unconscious, we may go ahead and share your information if we believe it is in your best interest. We may also share your information when needed to lessen a serious and imminent threat to health or safety.

In these cases we never share your information unless you give us written permission:

- Marketing purposes
- Sale of your information
- Most sharing of psychotherapy notes

In the case of fundraising:

- We may contact you for fundraising efforts, but you can tell us not to contact you again.

Our Uses and Disclosures

How do we typically use or share your health information? We typically use or share your health information in the following ways.

Treat you

- We can use your health information and share it with other professionals who are treating you.

Example: A doctor treating you for an injury asks another doctor about your overall health condition.

Run our organization

- We can use and share your health information to run our practice, improve your care, and contact you when necessary.

Example: We use health information about you to manage your treatment and services.

Bill for your services

- We can use and share your health information to bill and get payment from health plans or other entities.

Example: We give information about you to your health insurance plan so it will pay for your services.

continued on next page

How else can we use or share your health information? We are allowed or required to share your information in other ways – usually in ways that contribute to the public good, such as public health and research. We have to meet many conditions in the law before we can share your information for these purposes. For more information see: www.hhs.gov/ocr/privacy/hipaa/understanding/consumers/index.html.

Help with public health and safety issues

- We can share health information about you for certain situations such as:
 - Preventing disease
 - Helping with product recalls
 - Reporting adverse reactions to medications
 - Reporting suspected abuse, neglect, or domestic violence
 - Preventing or reducing a serious threat to anyone’s health or safety

Do research

- We can use or share your information for health research.

Comply with the law

- We will share information about you if state or federal laws require it, including with the Department of Health and Human Services if it wants to see that we’re complying with federal privacy law.

Respond to organ and tissue donation requests

- We can share health information about you with organ procurement organizations.

Work with a medical examiner or funeral director

- We can share health information with a coroner, medical examiner, or funeral director when an individual dies.

Address workers’ compensation, law enforcement, and other government requests

- We can use or share health information about you:
 - For workers’ compensation claims
 - For law enforcement purposes or with a law enforcement official
 - With health oversight agencies for activities authorized by law
 - For special government functions such as military, national security, and presidential protective services

Respond to lawsuits and legal actions

- We can share health information about you in response to a court or administrative order, or in response to a subpoena.

Our Responsibilities

- We are required by law to maintain the privacy and security of your protected health information.
- We will let you know promptly if a breach occurs that may have compromised the privacy or security of your information.
- We must follow the duties and privacy practices described in this notice and give you a copy of it.
- We will not use or share your information other than as described here unless you tell us we can in writing. If you tell us we can, you may change your mind at any time. Let us know in writing if you change your mind.

For more information see: www.hhs.gov/ocr/privacy/hipaa/understanding/consumers/noticepp.html.

Changes to the Terms of This Notice

We can change the terms of this notice, and the changes will apply to all information we have about you. The new notice will be available upon request, in our office, and on our web site.

This Notice of Privacy Practices applies to the following organizations.



Canvas Health Informed Consent to Treatment

Dear Canvas Health Client,

This *Informed Consent* is not intended to be *all inclusive* for aspects of your behavioral health treatment. It is only intended to provide some useful information before deciding to engage in behavioral health treatment.

Informed Consent:

1. Your behavioral health provider will give you a clear recommendation for treatment interventions proposed.
2. Your behavioral health provider will give you a clear recommendation of the types of treatments, such as individual counseling/therapy, group counseling/therapy, family/couples counseling/therapy, addictions counseling, skills services (for children or adults), and/or psychiatric services. Times, dates, and session length will be discussed with you by your provider.
3. Your behavioral health provider may make diagnostic and treatment recommendations with which you do not agree (e.g. modality of treatment, duration of treatment, frequency of visits, etc.)
4. Your provider cannot guarantee results (e.g., less depressed, improved marital satisfaction, etc.) of behavioral health services. However, your behavioral health provider will discuss with you reasons, goals, and objectives for continuing/discontinuing mental health treatment. It is important to periodically review with you how services are going and to discuss any changes or questions you may have.
5. There may be some risks in participating in mental health or substance use services, including, but not limited to: addressing painful emotional experiences and/or feelings; being challenged or confronted on a particular issue; re-uniting with family members; or being inconvenienced due to costs/fees of counseling. You can discuss any unforeseen risks vs. benefits with your provider at any time. In the case of psychiatric care, medications, side effects, and alternative treatments will be discussed.
6. You have the right to an interpreter (sign or language) if necessary.
7. For crisis services call the National Suicide Prevention line at 1-800-273-8255, Crisis Text Line at 741741; in the Twin Cities metro area, call **CRISIS (274747) from a cell phone. Your provider will discuss with you how to access this service. For life threatening emergencies, please call 911.
8. If you have a grievance with your behavioral health provider, you are encouraged to first attempt to communicate this directly to them. In the event that your grievance is not satisfactorily resolved, you may ask to speak with a supervisor and /or you may complete a customer complaint/grievance form.
9. While you are agreeing to undergo behavioral health treatment you may end treatment at any time.
10. For children of divorced or separated parents, if there is disagreement between the parents this must be discussed at the first session. The parent requesting or arranging services, must have the legal right to authorize care and treatment of the child, and will be responsible for payment. Documentation of legal agreements may be required. Our services billed as a medical services are focused on treating the presenting mental or substance use issues and not focused on assessing parenting capacity or documenting disputes between parents.
11. If you wish to file a grievance you may speak with the supervisor of the person you have a complaint about or the Director of Quality Management at 651-251-5222, in addition you have the right to file a complaint with a licensing board or the Ombudsman. Numbers are posted at every office or on our website at canvashealth.org.
12. The complete *Patient Bill of Rights* is posted at every office or available on our website at canvashealth.org.

13. You have the right to know the fees for services provided.

FEES FOR SERVICES

If you would like a fee schedule of services please go ask the reception area for a listing.

FINANCIAL POLICIES

The fee to you will depend on whether and which insurance you have and any copays or deductibles associated. As a courtesy, we may verify your insurance benefits, however, any quoted benefits are not guaranteed. **It is your responsibility** to call your insurance carrier regarding the specifics of your coverage such as copays, deductibles, number of visits and covered services as well as to keep current of any changes in your benefits during course of treatment. It is required you inform us of any insurance change you become aware of. The balance incurred is your personal responsibility whether your insurance company pays or not. Coverage amounts vary from policy to policy. Understand that your insurance policy is a contract between you and your insurance company. Our office will **NOT** be held responsible in the even your insurance company denies **ANY** claim. You may choose to pay at the time of service or be billed for any outstanding balance on a monthly basis upon request of an acceptable payment plan. Your account must remain current in order to provide services. Your account may be turned over to a collection agency if not paid in a timely manner. Should your account go to collections, the balance must be reviewed by Canvas Health or paid in full before any additional appointments can be scheduled.

SLIDING FEE SCALE

Sliding fee scale is offered based on county of residence for those uninsured. To be eligible for reduced fees, a completed application for sliding fee scale along with verification of income including previous year tax statement, paystubs, or bank statements is required, along with applying for Medical Assistance/MN Care. Reevaluation of income or application status is completed every 90 days. Clients utilizing sliding fee scale are required to inform Canvas Health of any changes of income.

CANCELED OR MISSED APPOINTMENTS

Please make every effort to keep your scheduled appointment. If you must miss, please call to notify us as soon as possible in order to make the time available for someone else who may need it.

- A \$40.00 fee will be charged for any late cancellation (within 24 hours of the appointment) or no show after the first missed appointment.
- As it is your responsibility to attend scheduled therapy sessions, we reserve the right to terminate therapy services if three or more appointments are missed due to late cancellations or no shows.

Communication for Appointment Reminders

IN CASE OF A MEDICAL EMERGENCY, DO NOT USE EMAIL OR TEXT. CALL 911

TEXT

Canvas Health offers clients the opportunity to receive text reminders in place of phone reminders. This provides the guidelines regarding text reminders. Canvas Health uses a secure encrypted server to send information to you that offers a level of security. We do not offer that same security when you send texts back to Canvas Health. Once a text is on your phone it is your responsibility who may have access to that text.

Text Use	Consenting is for Canvas Health to send clients texts which are secure. Clients agree to notify Canvas Health immediately if the text number changes.
Do Not Use Text For	Sending information back about appointments or any other communication. THIS IS A ONE-WAY TEXT ONLY. PLEASE DO NOT RESPOND TO THIS TEXT. PLEASE CALL 651-777-5222 for any changes to an appointment.
Privacy, Security & Confidentiality	Although Canvas Health has implemented reasonable technical safeguards, we cannot, and do not, guarantee the privacy, security or confidentiality of any Text messages sent or received. Canvas Health is not responsible for text messages that are lost due to technical failure during composition, transmission, or storage.
Content of the Message	Text messages sent to your phone will only reflect a meeting date, time, and the name of the individual you are scheduled to meet. This will be for all appointments at Canvas Health.
Ending Text Reminders	<i>You may discontinue using Text</i> as a means of appointment reminders by replying “ STOP ” to your appointment text reminder, calling, or sending a letter to Canvas Health indicating you no longer wish to continue receiving text reminders. Please send the letter to Text Reminders, Canvas Health, 7066 Stillwater Boulevard N, Oakdale, MN 55128.
Costs	Canvas Health provides this free of charge; however, standard text messaging rates from your cell phone provider apply.

EMAIL

Canvas Health offers clients the opportunity to receive email reminders in place of phone reminders. This provides the guidelines regarding email reminders. Once an email is sent it is your responsibility who may have access to that email.

Email Use	Consenting is for Canvas Health to send clients emails with appointment information. Clients agree to notify Canvas Health immediately if the email address changes.
Do Not Use Email For	Sending information back about appointments or any other communication. THIS IS A ONE-WAY EMAIL ONLY. PLEASE DO NOT RESPOND TO THIS EMAIL. PLEASE CALL 651-777-5222 for any changes to an appointment.
Content of the Message	Email messages sent to you will only reflect a meeting date, time, and the name of the individual you are scheduled to meet. This will be for all appointments at Canvas Health.
Ending Email Reminders	<i>You may discontinue using EMAIL</i> as a means of appointment reminders by replying “ STOP ” to your appointment reminder, calling, or sending a letter to Canvas Health indicating you no longer wish to continue receiving text reminders. Please send the letter to Text Reminders, Canvas Health, 7066 Stillwater Boulevard N, Oakdale, MN 55128.



Minnesota Patient Bill of Rights (Mental Health)

Courteous treatment. Clients have the right to be treated with courtesy and respect for their individuality by employees of or persons providing service in a health care facility.

Appropriate health care. Clients shall have the right to appropriate medical and personal care based on individual needs.

Physician's identity. Clients shall have or be given, in writing, the name, business address, telephone number, and specialty, if any, of the physician responsible for coordination of their care. In cases where it is medically inadvisable, as documented by the attending physician in a client's care record, the information shall be given to the client's guardian or other person designated by the client as a representative.

Relationship with other health services. Clients who receive services from an outside provider are entitled, upon request, to be told the identity of the provider.

Information about treatment. Clients shall be given, by their providers, complete and current information concerning their diagnosis, treatment, alternatives, risks, and prognosis as required by the physician's legal duty to disclose. This information shall be in terms and language the Clients can reasonably be expected to understand. Clients may be accompanied by a family member or other chosen representative, or both. This information shall include the likely medical or major psychological results of the treatment and its alternatives. In cases where it is medically inadvisable, as documented by the attending provider in a client's medical record, the information shall be given to the client's guardian or other person designated by the client as a representative. Individuals have the right to refuse this information.

Participation in planning treatment; notification of family members. Clients shall have the right to participate in the planning of their health care. This right includes the opportunity to discuss treatment and alternatives with individual caregivers, the opportunity to request and participate in formal care conferences, and the right to include a family member or other chosen representative, or both. In the event that the client cannot be present, a family member or other representative chosen by the client may be included in such conferences.

Continuity of care. Clients shall have the right to be cared for with reasonable regularity and continuity of staff assignment as far as facility policy allows.

Right to refuse care. Competent clients shall have the right to refuse treatment based on the information required in Information about treatment, and to terminate services at any time, except as otherwise provided by law or court order.

Experimental research. Written, informed consent must be obtained prior to a client's participation in experimental research. Clients have the right to refuse participation. Both consent and refusal shall be documented in the individual care record.

Freedom from maltreatment. Clients shall be free from maltreatment as defined in the Vulnerable Adults Protection Act. "Maltreatment" means conduct described in section [626.5572, subdivision 15](#), or the intentional and nontherapeutic infliction of physical pain or injury, or any persistent course of conduct intended to produce mental or emotional distress. Every client shall also be free from nontherapeutic chemical and physical restraints, except in fully documented emergencies, or as authorized in writing after examination by a client's physician for a specified and limited period of time.

Treatment privacy. Clients shall have the right to respectfulness and privacy as it relates to their medical and personal care program. Case discussion, consultation, examination, and treatment are confidential and shall be

conducted discreetly. Privacy shall be respected during toileting, bathing, and other activities of personal hygiene, except as needed for client safety or assistance.

Confidentiality of records. Clients shall be assured confidential treatment of their personal and medical records, and may approve or refuse their release to any individual outside the facility.

Responsive service. Clients shall have the right to a prompt and reasonable response to their questions and requests.

Grievances. Clients shall be encouraged and assisted, throughout their stay in a facility or their course of treatment, to understand and exercise their rights as clients and citizens. Clients may voice grievances and recommend changes in policies and services to facility staff and others of their choice, free from restraint, interference, coercion, discrimination, or reprisal, including threat of discharge. Notice of the grievance procedure of the facility or program, as well as addresses and telephone numbers for the Office of Health Facility Complaints.

Protection and advocacy services. Clients shall have the right of reasonable access at reasonable times to any available rights protection services and advocacy services so that the Clients may receive assistance in understanding, exercising, and protecting the rights described in this section and in other law. This right shall include the opportunity for private communication between the clients and a representative of the rights protection service or advocacy service.

Non-Discrimination. Client have the right to be free from being the object of unlawful discrimination without regard to race, color, nation of origin, language, religion, political beliefs, sex, marital status, age, sexual orientation, gender identity, or disability, including AIDS, AIDS-related complex, or status as HIV positive.

Additional Rights:

- Examine public data on your provider maintained by their board;
- Be informed of the provider’s license status, education, training, and experience
- To have access to your records as provided in Minnesota Statutes, sections [144.291](#) to [144.298](#);
- Minnesota Statutes, sections [144.291](#) to [144.298](#)
- To be informed of the cost of professional services before receiving the services
- To know the intended recipients of psychological assessment results;
- To withdraw consent to release assessment results, unless that right is prohibited by law or court order or is waived by prior written agreement;
- To a nontechnical description of assessment procedures
- To a nontechnical explanation and interpretation of assessment results, unless that right is prohibited by law or court order or is waived by prior written agreement.

Complaint Options:

<p>Ombudsman for Mental Health and Developmental Disabilities Phone: 651-757-1800 or 1-800-657-3506 Email: ombudsman.mhdd@state.mn.us Mailing Address: 121 7th Place East Suite 420 Metro Square Building St. Paul, Minnesota 55101-2117</p>	<p>MN Board of Social Work 2829 University Ave SE, Suite 340 Minneapolis, MN 55414-3239 (612) 617-2100; (888) 234-1320; FAX (612) 617-2103 Hearing/Speech Relay: (800) 627-3529 Email: social.work@state.mn.us</p>
<p>Office of Health Facility Complaints 651-201-4201 or 1-800-369-7994 health.ohfc-complaints@state.mn.us</p>	<p>MN Board of Psychology 2829 University Ave. SE, Suite 320 Minneapolis, MN 55414 Phone: (612)617-2230 Hearing/Speech Relay: (800)627-3529 Email: psychology.board@state.mn.us</p>
<p>MN Board of Behavioral Health and Therapy 2829 University Ave SE Suite 210, Minneapolis, MN 55414 (612) 548-2177 FAX (612) 617-2187 email: bbht.board@state.mn.us</p>	<p>MN Board of Marriage and Family Therapy 2829 University Ave SE Suite 400, Minneapolis, MN 55414 (612) 617-2220 Hearing/Speech Relay: (800) 627-3529 Email: mft.board@state.mn.us</p>