

HIPAA Notice of Privacy Practices

- I. It is *Nexus-FACTS'* legal duty to safeguard your protected health information (PHI) and inform you of our Privacy Practices. 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.

II. DEFINITION

By law *Nexus-FACTS* is required to insure that your PHI is kept private. The PHI constitutes information created or noted by *Nexus-FACTS* that can be used to identify you. It contains data about your past, present, or future health or condition, the provision of health care services to you, or the payment for such health care.

III. HOW *Nexus-FACTS* WILL USE AND DISCLOSE YOUR PHI

Nexus-FACTS may use and disclose your PHI for the following reasons on a "need to know" basis:

- A. To provide treatment or services;
- B. For health care operations (i.e., case consultation, quality control, accreditation processes, etc.);
- C. To obtain payment for treatment or services;
- D. In cases where a client is served in more than one *Nexus-FACTS* program;
- E. When required by federal, state, or local law:
 - i. If we become aware that you may be a danger to yourself or a reasonably identifiable other;
 - ii. If we become aware of/suspect child abuse or neglect (MN Stat 626.645, Subdivision 3);
 - iii. If we become aware of/suspect abuse or neglect of a vulnerable adult (MN Stat 626.557, NDCC Ch, 50-25-2);
 - iv. If we are court ordered to testify or to submit our records to the court;
- F. For public health activities. Example: In the event of your death, if a disclosure is permitted or compelled, we may need to give the county coroner information about you;
- G. For specific government functions. *Nexus-FACTS* may disclose PHI of military personnel and veterans under certain circumstances. We may disclose PHI in the interests of national security or assisting with intelligence operations;
- H. For research or educational purposes;
- I. For Workers' Compensation purposes;
- J. Appointment reminders and health related benefits or services;
- K. Disclosures to family, friends, or others. *Nexus-FACTS* may provide your PHI to a family member, friend, or other individual who you indicate is involved in your care or responsible for the payment for your health care, unless you object in whole or in part. Retroactive consent may be obtained in emergency situations.
- L. If disclosure is otherwise specifically required by law;

IV. WHAT RIGHTS YOU HAVE REGARDING YOUR PHI

You have the right:

- A. to see and get copies of your PHI at the cost of no more than \$.15 per page. Requests must be made in writing. You will receive a response within 30 days of *Nexus-FACTS* receiving your written request. If denied, reasons for the denial will be provided to you.
- B. to request limits on uses and disclosures of your PHI. While your request will be considered, *Nexus-FACTS* is not legally bound to agree. You do not have the right to limit the uses and disclosures that *Nexus-FACTS* is legally required or permitted to make.
- C. to choose how your PHI is sent to you. (i.e., sent to your work address instead of home address, cell phone vs. home phone, etc.) We are obliged to agree to your request provided that we can do so without undue inconvenience.
- D. to amend your PHI. If you believe that there is some error in your PHI or that important information has been omitted, it is your right to request (in writing) that the existing information is corrected or the missing information is added.
- E. to receive a paper or email copy of this notice.

V. ELECTRONIC COMMUNICATION

Nexus-FACTS staff are trained to limit electronic communication of client information whenever possible. If you choose to communicate with your service provider electronically (i.e.; email, text messages, cellular phones, etc.) you will be asked for written permission to do so. Please also be aware of the security risks involved in this type of communication.

VI. HOW TO COMPLAIN ABOUT *Nexus-FACTS* PRIVACY PRACTICES

If you believe your privacy rights have been violated or if you object to a decision made about access to your PHI, you are entitled to file a complaint with the person listed in Section VI below. You may also send a written complaint to the Secretary of the Department of Health and Human Services at 200 Independence Avenue S.W. Washington, D.C. 20201. If you file a complaint about *Nexus-FACTS* privacy practices, no retaliatory action will be taken against you.

VII. PERSON TO CONTACT FOR INFORMATION ABOUT THIS NOTICE OR TO COMPLAIN ABOUT MY PRIVACY PRACTICES

If you have any questions about this notice or any complaints about *Nexus-FACTS* privacy practices, or would like to know how to file a complaint with the Secretary of the Department of Health and Human Services, please contact: Family, Adolescents, and Children Therapy Services, Inc., Luke Spiegelhoff, LICSW, Clinical Director and HIPAA Compliance Officer, by phone at 651-937-9800 or email at luke@facts-mn.org.



Mental Health Informed Consent & Bill of Rights

As a client of Nexus-FACTS, you may be seen by any of the following mental health professionals/practitioners:

Licensed Marriage and Family Therapist (LMFT)	Licensed Social Worker (LSW)	Licensed Psychologist (LP)
Licensed Associate Marriage and Family Therapist (LAMFT)	Licensed Professional Clinical Counselor (LPCC)	Master's Level Intern
Licensed Independent Clinical Social Worker (LICSW)	Licensed Professional Counselor (LPC)	Licensed Graduate Social Worker (LGSW)

CLIENT BILL OF RIGHTS

Consumers of mental health services offered by therapists licensed by the State of Minnesota and other mental health professionals have the following rights:

- To expect that a therapist has met the minimal qualifications of training and experience required by state law;
- To examine public records which contain the credentials of a therapist, obtain a copy of the code of ethics and professional standards of practice, or report complaints:

MN Board of Marriage & Family Therapy 2829 University Ave SE # 330 Minneapolis, MN 55414-3222 (612) 617-2220	MN Board of Social Work 2829 University Ave SE # 340 Minneapolis, MN 55414-3239 (612) 617-2100	MN Board of Behavioral Health & Therapy 2829 University Ave SE # 210 Minneapolis, MN 55414-3250 (612) 617-2178	MN Board of Psychology 2829 University Ave SE # 320 Minneapolis, MN 55414-3250 (612) 617-2230
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- To be informed of the cost of professional service before receiving services;
- To be free from being the subject of discrimination on the basis of race, religion, color, age, gender, sexual orientation, creed (beliefs) national origin, illness, disability, political affiliation, economic status or other unlawful category while receiving services;
- To have access to their records as provided in Minnesota Statutes section 144.335, subdivision 2; section 148D.230, subdivision 6-8; 148B.50 through 148B.593; 7200.4500 through 7200.5200;
- To privacy and confidentiality of your Protected Health Information (PHI) as defined by rule and law;
- To be free from exploitation for the benefit or advantage of a therapist.
- To refuse to give any information. (If you do not give needed information, you may not be eligible for the services or assistance for which you are applying).
- To be informed of the therapist's assessment of your problem in language you understand, treatment alternatives, possible outcomes and side effects, treatment modalities, staff recommendations for treatment, expected length, cost and hope for outcome of treatment.
- To refuse treatment or change your mind at any time. Discuss your objectives with your therapist. You can be treated without consent only if there is an emergency and if in the opinion of your therapist failure to act immediately would jeopardize your health. You may ask for a referral to a different counselor if you are dissatisfied or feel uncomfortable with the one you are currently seeing. You may assert these client rights without retaliation.

If you have any questions about any aspect of your professional relationship with your therapist or about the specifics of these ethics and standards, please review them with your therapist. If you find no adequate resolution with your therapist, you may contact the Managing Director of Nexus-FACTS, Lynn Van Blarcum, at 952-936-2800.

Theoretical Framework

The theoretical orientation of the therapists at Nexus-FACTS is based on how family systems work and helping individuals build positive, healthy relationships. We incorporate cognitive, behavioral, developmental, and relationship-based principles. We believe it is essential for us to have a working knowledge and full understanding of your family, social, cultural, educational, and emotional experiences in order to effectively treat you in therapy.

Course of Treatment

The first few sessions are evaluative and may include contact with referral sources, physicians, other therapists or family members (your permission is required). At the same time, your therapist will work with you to formulate treatment goals and discuss methods and anticipated length of treatment.

Privacy and Confidentiality

Tennessee Warning: Before your therapist can ask you to give him/her any information, he/she must explain who can see it and how it will be used. The information you give will be used to help determine the kind of service or assistance you need. No law requires that you give this information, but your therapist cannot help you without some information. What you say will be kept private, but it could be reviewed by officials who work in the programs in which you participate.

As mandated reporters, therapists are required to report the following exceptions to client confidentiality:

- When your therapist has knowledge of, or reasonable cause to believe, a child is being neglected or physically or sexually abused in which case Minnesota Statutes (1976 Sec. 626.656 Subdiv. 3) mandate that such information be reported.
- When your therapist has knowledge of the maltreatment of a vulnerable adult as specified in the Vulnerable Adults Act (Minnesota Statute 626.557).



- When a therapist determines that a client presents a serious danger of violence to another person, the therapist has a duty to warn and to use reasonable care to protect the intended victim.

Client Access to Records

The laws and standards of these professional services require that your therapist keeps treatment records. Your therapist will not disclose your record unless you direct him/her to do so, or the law authorizes or compels him/her to do so. Each client has a right to access his/her record, although no client will be allowed to remove any file from the office. You may see your record or get more information about it by asking your therapist. If you request a copy of your record, copying and administrative costs will be charged for this service as per Minnesota State law. Your therapist can provide you with a copy of exceptions to parental access to minors' records at your request.

Appointments

Appointments in the home will vary in length. Outpatient appointments at our office are usually considered 45-50 minutes long, unless otherwise specified. Please enter the waiting room and wait for your therapist to join you. If you arrive late for an appointment, the lost time will be part of your scheduled time. In the event that you cannot keep an appointment for any reason, please give at least a 24 hour notice of cancellations, otherwise you will be charged according to our cancellation policy: 1st cancellation- \$25.00; 2nd and subsequent cancellations- \$50.00. For your convenience, you can leave your therapist a voice mail message any time of the day or night if you are unable to keep a scheduled appointment.

Fees

Fees for services are usually covered by insurance, county contract, sliding fee scale, or a combination of these options. Co-pay/co-insurance is due at the time of service. Cash, credit cards and personal checks are accepted. If the therapeutic service is provided under an agreement with a government or other agency, there may be no cost directly to you from Nexus-FACTS. Please be advised that in certain circumstances the government or other agency may charge you for the services provided by Nexus-FACTS.

Many insurance plans cover outpatient mental health services. It is your responsibility to check with your insurance carrier for specific information regarding your coverage. Please be aware that authorization for treatment by your insurance carrier does not ensure payment to a provider. If your insurance carrier refuses payment for any reason, you are responsible for your bill.

Communication

Your therapist has a confidential voice mail so that you may leave necessary messages for him/her. He/she will make every attempt to check his/her messages regularly during the week and attempt to return calls within 24 hours. Nexus-FACTS therapists typically do not check voice mail messages on weekends unless they have made specific arrangements to do so.

Nexus-FACTS provides supportive problem solving/crisis response 24 hours a day, 7 days a week. The Nexus-FACTS therapists will be rotating coverage weekly. When you call the afterhours contact number at 952-936-2800 you will speak to a live receptionist who will take a message including your name, number and a brief summary of the reason for your call. The reception staff will contact the therapist on call who will return your call promptly.

In the event of an emergency and your therapist cannot be reached, please call your local county crisis service or dial 911.



Authorization for Services

Client Name: _____ DOB: _____

Please initial 1-4, which corresponds to your signature below to indicate understanding and consent:

1. _____ I have reviewed a copy of the HIPAA Notice of Privacy Practice & Informed Consent forms.

_____ I decline receipt of a physical copy.

2. _____ I understand the service that will be provided and consent to treatment.

3. _____ I authorize FACTS to release/exchange to/with information the following listed below:

Primary Insurance: _____ Group #: _____ Policy #: _____

Policy Holder Name: _____ DOB: _____

Secondary Insurance: _____ Group #: _____ Policy #: _____

Policy Holder Name: _____ DOB: _____

I hereby authorize payment directly to FACTS the policy benefits through my insurance carrier, but not to exceed the provider's regular charges for the period of treatment. I hereby authorize the my insurance carrier to release all necessary information to FACTS to secure the payment of benefits and to mail patient statements. I authorize the use of this signature on all insurance submissions.

4. _____ I understand that I am financially responsible to FACTS for all charges not covered by my current benefits and all co-pays are due at time of service. I understand that FACTS has the right to seek legal recourse to recover any unpaid balance. In pursuing these measures, the therapist will only disclose biographical information and the amount owed, in order to ensure confidentiality.

You are responsible to advise FACTS of any insurance change or loss of coverage. Should you secure services without coverage it is your responsibility to pay FACTS for services received.

If you have any questions about billing or insurance obligations, please contact our billing department at 651-379-9800 ext 201.

This authorization automatically expires in one year unless earlier expiration date is noted here: _____

Client Signature: _____ Date: _____

Parent/Guardian (if minor) signature: _____ Date: _____

For Office Use Only

We made the following efforts to obtain written acknowledgement of receipt of the *Notice of Privacy Practices*:

Acknowledgement could not be obtained because (please check appropriate box):

☐ Individual refused to sign ☐ Communication barriers prohibited obtaining the acknowledgement

☐ An emergency situation prevented us from obtaining acknowledgement Other: _____

Staff Signature: _____ Date: _____