

Consent to Treatment- Mental Health Clinic

1. Purpose of Treatment

The purpose of these services is to improve my mental and emotional well-being. Treatment may include individual therapy, group therapy, family therapy, medication management, and/or other therapeutic activities deemed necessary by my treatment provider.

2. Nature of Treatment

I understand that mental health treatment may include discussing my personal history, thoughts, and emotions. I understand that therapy may involve exploring difficult or uncomfortable issues, and that the outcome of treatment is not guaranteed. The nature and course of treatment will be discussed with me by my therapist or mental health provider.

3. Risks and Benefits of Treatment

I understand that participating in mental health treatment carries both risks and benefits. Potential benefits include improved coping skills, emotional well-being, and interpersonal relationships. Potential risks may include experiencing uncomfortable emotions, such as sadness, guilt, anxiety, anger, or frustration. I understand that the therapeutic process may bring to the surface underlying issues, which could cause temporary distress.

4. Confidentiality

I understand that my participation in mental health treatment is confidential. Information about my treatment will not be disclosed without my written consent, except in the following situations:

- *If there is a risk of harm to myself or others.
- *If there is a suspicion of child or elder abuse.
- *If required by a court order.
- *If necessary, to facilitate emergency medical treatment.

5. Voluntary Participation and Right to Withdraw

I understand that my participation in mental health treatment is voluntary. I have the right to withdraw from treatment at any time. If I choose to discontinue treatment, I will inform my therapist or provider, and I may be offered referrals to other services.

6. Fees and Payment

I understand that I am responsible for payment of all fees associated with my treatment, including co-pays, deductibles, and any services not covered by my insurance. I agree to discuss payment arrangements with the clinic's billing department.



Client Rights and Information

The Bill of Rights for clients obtaining mental health services is as follows. It is not a legal bill of rights, but is a statement of what you can reasonably expect from a therapist.

The State of Minnesota requires the following information be provided to you regarding your rights.

1. YOU HAVE THE RIGHT:

To expect that the clinician has met the minimal qualifications of training and experience required by state law;

To examine public records maintained by the board which contain the credentials of the therapist;

To obtain a copy of the rules of conduct from the State Register and Public Documents Division, Department of Administration, 117 University Ave., St. Paul, MN 55155;

To be informed of the cost of professional services before receiving services;

To privacy as defined by rule and law;

To be free from being discriminated against on the basis of race, religion, gender, or other unlawful categories while receiving mental health services;

To have your family involved in your treatment (if you authorize to do so);

To be informed about treatment planning, discharge planning, community services, behavioral health problems, and care options;

To be fully informed of the extent of written treatment records and their accessibility;

To ask questions about issues relevant to your treatment and specify or negotiate therapeutic goals and to renegotiate when necessary;

To be fully informed regarding fees for therapy and method of payment including insurance reimbursement;

To refuse any intervention or treatment strategy;

To require the clinician to send a written report regarding services rendered to a qualified therapist or organization upon your written authorization;

To solicit help from the ethics committee of the appropriate professional organization in the event of doubt or grievance regarding the therapist's conduct;

AVIVO, Inc. emphasizes a multi-disciplinary staff of mental health professionals and practitioners. A complete list of staff and their credentials can be found prominently displayed near the Program Director's office. The state of Minnesota has not adopted uniform educational and training standards for all mental health service providers. This statement of credentials is for informational purposes only;

You have a right to file a complaint against a particular staff member or policy of AVIVO, Inc. at any time. You may have an advocate or other representative assist you through the process. You may request a copy of the Grievance Procedure from the Program Director at any time;

You have the right to be free from being the subject of discrimination on the basis of race, religion, gender, or other lawful category while receiving services;

AVIVO, Inc. fees are paid through Hennepin County Department of Human Services and Public Health, Minnesota Medical Assistance or Minnesota Care and their contracted managed care programs, or other insurance payers;

You have the right to reasonable notice of changes in services or charges;

You have the right to have access to your records as indicated in Minnesota Statutes, section 144.335, subdivision 2;

You have the right to complete and correct information concerning: the cost of treatment, our assessment or your progress, recommended course of services, projected outcomes of treatment, and expected length of treatment;

You have the right to expect courteous treatment and to be free from verbal, physical or sexual abuse from staff;

You have the right to know about alternative treatments. Though therapy and/or psychiatry are often effective, you or your clinician may recommend alternative services: group therapy, support groups, 12 step programs, peer counseling, community education courses, and other providers with specific specialties;

You have the right to request to change to a different mental health clinician, either at AVIVO, or in the community of your choice;

You have the right to be free from exploitation for the benefit or advantage of the clinician;

You have the right to be informed of other community services, which you may find helpful. FIRST CALL FOR HELP is a directory of community services and we will be willing to introduce you to that resource;

If you choose to transfer to another service provider, you have the right to our help in facilitating a smooth transition;

You have the right to a second opinion. If you would like a second opinion regarding your specific problems or condition, this issue would be brought to the attention of the clinician, and the clinician will offer assistance in obtaining an appropriate referral;

You have the right to terminate treatment at any time. Please feel free to discuss this with your clinician. Your clinician may discontinue treatment if treatment isn't progressing and/or if transfer to another clinician is desirable;

You have the right to know the risks associated with treatment. Mental health treatment can involve some risk for the client in certain situations. Sometimes, the client will not obtain the desired results or goals from treatment in the time period expected. This can result in frustration and dissatisfaction. During the process of treatment, psychological pain and distress can occasionally arise, as difficult issues are addressed and worked through. The clinician may recommend referral for supplemental care when appropriate. If adequate progress is not being made in treatment or if it becomes apparent that the clinician does not have the skills necessary to address the client's issues that have emerged during treatment, the clinician may refer for more specialized care or discontinue treatment and assist with a referral to an appropriate clinician, health care professional, or program;

Emergencies: We return calls received during non-office hours as promptly as possible. If you are in a crisis and need immediate attention, call your physician, or local/regional area hospital, or dial 911 if needed. For non-life threatening emergencies, please call the Crisis Connection at 612-379-6363.

2. CONFIDENTIALITY: is maintained for all clients except in the following cases:

a. If the clinician suspects that you have physically or sexually abused or neglected a child or vulnerable adult, the clinician must make a report to the proper authorities. This includes some cases of domestic abuse when a child is exposed to weaponry or is physically threatened and/or used as a weapon;

b. When the child is a minor. The parents/guardians may be informed of diagnosis, treatment planning and the progress of therapy;

c. If the client poses a clear and imminent danger either to themselves or someone else. The clinician is required by law to report such danger to the appropriate parties, including family members, police, or the threatened party;

d. If you are pregnant and using a controlled substance, such as heroin, cocaine, phencyclidine, methamphetamine, or their derivatives, and not currently receiving treatment for the chemical use.

e. If the client releases information with a written authorization.

f. If a court orders the release of your records.

g. During consultation or supervision with another clinician or other clinicians in order to provide the best possible treatment and to comply with licensing requirements. Such discussions will remain private within this consultation relationship. Identifiable information is withheld.

3. GRIEVANCES: If a grievance with your clinician is not resolved to your satisfaction, you may file a complaint with the appropriate Minnesota Board:

MN Board of Social Work

335 Randolph Ave., Suite 245 Saint Paul, MN 55102

Phone: 612-617-2100

FAX: 651-215-0956

Hearing/Speech Relay: 1-800-627-3529

MN Board of Psychology

335 Randolph Ave., Suite 270 Saint Paul, MN 55102

Phone: 612-617-2230 FAX: 651-797-1372

Hearing/Speech Relay: 1-800-627-3529

MN Board of Marriage and Family Therapy 335 Randolph Ave., Suite 260

Saint Paul, MN 55102 Phone: 612-617-2220

Hearing/Speech Relay: 1-800-627-3529

MN Board of Behavioral Health and Therapy 335 Randolph Ave, Suite 290

Saint Paul, MN 55102

Phone: 651-201-2756 FAX: 651-797-1374

Hearing/Speech Relay: 1-800-627-3529

MN Board of Medical Practice 2829 University Ave. SE, Suite 210

Minneapolis, MN 55414

Phone: 612-617-2187 FAX: 612-617-2187

Minnesota Office of Health Facility Complaints

Phone: 651-201-4200

Email: health.fpc-web@state.mn.us

Grievances may also be reported to:

MN Department of Human Services

Licensing Division 444 Lafayette Road N.

St. Paul, MN 55414

651-431-6500



Notice of Privacy Practices- HIPAA

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.

As part of providing services to you, we will collect information about your health care. We need this information to provide you with quality services and to comply with certain legal requirements. This notice applies to all of the records of your care generated at or located at AVIVO. The law requires us to:

- a) Make sure that information that identifies you is kept private;
- b) Give you this notice of our legal duties and privacy practices with respect to information about you; and
- c) Follow the terms of the Notice that is currently in effect.

How We May Use and Disclose Information about You:

Listed below are a number of reasons or ways in which information about you might be disclosed. In each category we will explain what we mean and give an example. NOT EVERY USE OR DISCLOSURE IN A CATEGORY WILL BE LISTED. The ways we might disclose information include:

A. For Treatment:

We may disclose information about you to any personnel at AVIVO or outside of AVIVO who are involved in your care. For example, your direct care staff may need to share information about your medications with your psychiatrist, or with your case manager.

B. For Payment:

We may use and disclose information about you so that services may be billed and payment may be collected from you, an insurance company, or a government health program. We may also tell your health plan about a service you may receive to obtain prior approval or to determine whether your health plan will cover the treatment.

C. For Health Care Operations:

We may use information about you to run our program and to make sure you receive quality services, or to decide if we should change or modify our services.

D. As Required by Law:

We will disclose information about you when required by federal, state, or local law. For example, we may reveal information about you to the proper authorities to report suspected abuse or neglect.

E. To Avoid a Serious Threat to Health or Safety:

We may use or disclose information about you when necessary to prevent a serious threat to your health and safety or the health and safety of the public or another person.

F. Military and Veterans:

If you are a member of the armed forces, we may release information about you as required by military command authorities.

G. Workers' Compensation:

We may release information about you for workers compensation or similar programs when required by law to do so. For example, if you are involved in a claim for workers compensation benefits, we may release information requested about your health.

H. Health Oversight Activities:

We may disclose information to a health oversight agency for activities authorized by law. Examples are government audits, investigations, inspections and licensure.

I. Lawsuits and Disputes:

If you are involved in a lawsuit or dispute, or if there is a lawsuit or dispute concerning your services or someone who provided services to you, we may disclose information about you in response to a court or administrative order. We may also disclose information about you in response to a subpoena, discovery request, or other lawful process from someone else involved in the dispute, but only if efforts have been made to tell you about the request or to obtain an order protecting the information requested.

J. Law Enforcement:

In certain situations, we may release information about you to law enforcement officials. For example, we might release information about you to identify or locate a missing person; about a death that may be the result of criminal conduct; or in emergency circumstances to report a crime, the location of the crime or victims, or the identity, description of location of the person believed to have committed the crime.

K. Coroners, Medical Examiners and Funeral Directors:

We may release information to a coroner or medical examiner to identify a deceased person or determine a cause of death. We may release information to funeral directors as necessary to help them carry out their duties.

L. National Security and Intelligence, Protective Services for the President and Others:

We may release information about you to authorized federal officials for intelligence, counterintelligence and other national security activities authorized by law.

M. Correctional Programs:

If you are an inmate or in the custody of a law enforcement officer, we may release information about you to the correctional institution or law enforcement official, for example, to provide you with health, to protect your health and safety or the health and safety of others.

N. Civil Commitment:

In certain circumstances, your records may be released without your consent as part of a civil commitment proceeding.

O. Marketing:

Generally, we will not use your information for marketing purposes without your consent.

P. Psychotherapy Notes:

Private notes taken by a therapist in a one-to-one therapy session generally will not be released without your authorization.

Q. Fundraising:

We may contact you for fundraising purposes; however, you may ask us not to send you further fundraising requests, and we will honor your request.

R. Disclosure of Immunization Records to School:

We may, upon request by a school, provide proof of immunization to a school if the law requires the school to have this information before a student is admitted. We will try to get your consent or the consent of your parent or guardian before we do this.

Your Rights Regarding Information About You:

You have the following rights:

1. To Inspect and Copy your AVIVO Service Records:

Usually this includes medical and billing records, but may exclude psychotherapy notes. To inspect and copy information in your record, you must submit your request in writing to the Program Director, Administrator or HIPAA Compliance Officer. We may charge a fee for the costs of copying, mailing or other costs related to your request.

In very limited circumstances, we may deny your request. If we deny your request, you may ask that the denial be reviewed. Another licensed health care professional of AVIVO'S choice will review your request for review.

2. To Amend Your Records:

If the information we have about you is incorrect or incomplete, you may make a written request to the HIPAA Compliance Officer to amend the information. You must include a reason that supports your request.

We may deny your request if it is not in writing or does not include a reason to support the request. We may also deny your request if you ask us to amend information that:

- a) Was not created by us, unless the person or entity that created the information is no longer available to make the amendment;
- b) Is not part of the information kept in our file;
- c) Is not part of the information you would be permitted to inspect and copy; or
- d) We believe the information is accurate and complete.

If you disagree with the denial, you may submit a statement of disagreement. If you request an amendment to your record, we will include your request in the record, whether the amendment is accepted or not.

3. To Receive an Accounting of Disclosures:

We will keep a log of disclosures made on or after April 13, 2003, other than disclosures for treatment, billing or health care operations. You have the right to request the list of disclosures. You must submit a written request to the HIPAA Compliance Officer. The request may not cover more than a six-year period.

4. To Request Restrictions:

You may request a restriction on the disclosure of information about you for treatment, payment or health care operations. Your request must be in writing and made to the HIPAA Compliance Officer. Your request must tell us 1) what information you want to limit; 2) whether you want to limit our use, our disclosure or both; and 3) to whom you want the limit to apply. For example, you could ask that we not use or disclose information to a certain person about services you've received.

We do not have to agree to your request. If we do agree, we will comply with your request unless the information is needed to provide you emergency treatment.

5. To Request Alternative Ways to Communicate:

You may request that we communicate with you about your services in a certain way or at a certain location. For example, you can ask that we contact you only at work, or only by mail. Your request must be in writing, must tell us how you would like us to communicate with you, and must be sent to the HIPAA Compliance Officer. We will accommodate all reasonable requests.

6. To Receive a Paper Copy or Electronic Copy of this Notice:

You have the right to receive a paper copy or an electronic copy of this notice. You may request either a paper or an electronic notice from the HIPAA Compliance Officer.

7. To be Notified if there is a Breach:

If there is an unauthorized release of your information, we will notify you of this breach promptly and will offer suggestions on how to minimize damage that might result from the breach.

ADDITIONAL RIGHTS UNDER STATE LAW:

State privacy laws may provide additional privacy protections. Any such protections will be attached in a separate State addendum to this Notice.

CHANGES TO THIS NOTICE:

We may change this notice in the future. We can make the revised or changed notice effect for information we already have about you as well as any information we have in the future.

ELECTRONIC ACCESS:

If your health records are stored electronically, you may make arrangements to access an electronic version of these records.

COMPLAINTS:

If you believe your privacy rights have been violated, you may file a complaint with the HIPAA Compliance Officer:

HIPAA Compliance Officer Avivo
1900 Chicago Avenue
Minneapolis, Minnesota 55404-1903
612-752-8000

AVIVO Internal Complaint Procedure:

Policy: You, your relatives, and/or guardians, have the right to file a complaint/grievance with Avivo if you feel you have been treated unfairly, have been discriminated against, or otherwise not treated in accordance with guidelines established by the program.

Procedure: If you wish to file a complaint, the following steps should be taken:

1. Contact your program director at Avivo. If unknown call the Avivo general line (612)752-8000 or contact your case manager for program director contact information.
2. The Program Director will provide materials and assistance to file the complaint. Once the complaint statement has been completed, it will be placed on file in the Avivo Complaint/Grievance file.
3. The Avivo management team will review and respond to the complaint. The Program Director will notify you of the action within three (3) working days. You may be required to appear at a hearing and voice your grievance in person. If the complaint has not been acted on within three (3) days, or if you feel your complaint was not handled properly or resolved, you may then contact the Vice President, the highest Avivo Health authority.

4. Any questions you have concerning these procedures may be directed to the Program Director at Avivo. (612) 752-8000.

Additional authorities for conflict resolution or grievance:

Office of the Ombudsman for Mental Health and Developmental Disabilities

121 7th Place E, Suite 420, Metro Square Building

St. Paul, MN 55101 (651) 757-1800

Minnesota Office of Health Facility Complaints (651) 201-4200

health.fpc-web@state.mn.us

Complaints may also be made directly to the government at:

Office for Civil Rights

U.S. Department of Health and Human Services 200 Independence Avenue, S.W.

Room 515F HHH Bldg.

Washington, D.C. 20201.

All complaints must be in writing. We will not retaliate against you for filing a complaint.

Your Individual Rights

The State of Minnesota requires the following information be provided to you regarding your rights:

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You have a right to file a complaint against a particular staff member or policy of AVIVO at any time. You may have an advocate or other representative assist you through the process. You may request a copy of the Grievance Procedure from the Program Director at any time.

AVIVO fees are paid through Hennepin County Department of Human Services and Public Health, Minnesota Medical Assistance or Minnesota Care and their contracted managed care programs.

You have the right to reasonable notice of changes in services or charges.

You have the right to complete and correct information concerning our assessment or your progress, recommended course of services, including expected duration of services.

You have the right to expect courteous treatment and to be free from verbal, physical or sexual abuse from staff.

You have the right to request a change in your primary case manager.

You have the right to be informed of other community services, which you may find helpful. FIRST CALL FOR HELP is a directory of community services and we will be willing to introduce you to that resource.

If you choose to transfer to another service provider, you have the right to our help in facilitating a smooth transition.

Avivo Program Participant SMS Privacy Policy

Effective Date: 2/27/2025

Revision Dates: n/a

Scope: All Program Participants

Avivo takes the security of your personal information very seriously. We employ industry-standard security measures, including encryption and secure servers, to protect your data from unauthorized access, alteration, disclosure, or destruction. We continuously monitor our systems to ensure your information is safe and secure, and we are committed to maintaining the highest levels of data protection to safeguard your privacy.

Avivo is committed to upholding the highest standards of privacy for all personal information collected through our text messaging services. We assure you that your data will never be shared with third parties for marketing purposes.

You must opt in to receiving SMS messaging from Avivo staff. You will be asked to sign a consent form if you wish to communicate with Avivo staff via text. If you no longer wish to receive text messages from Avivo, you can opt out at any time by replying with the word 'STOP' or 'UNSUBSCRIBE' to the number from which you received the message. Upon receiving your request, we will promptly remove you from our text messaging list, and you will no longer receive further text communications from us.

Risks of using email/texting: The transmission of client information by email, phone and/or texting has several risks that clients should consider prior to the use of email, phone and/or texting. These include, but are not limited to, the following risks:

1. Emails, phone calls/voicemails, and text messages can be circulated, forwarded, stored electronically and on paper, and broadcast to unintended recipients.
2. Email and text senders can easily misaddress an email or text and send the information to an undesired recipient.
3. Backup copies of emails and texts may exist even after the sender and/or recipient has deleted his or her copy.
4. Employers and online services have a right to inspect emails sent through their company systems.
5. Emails, phone calls, voicemails, and text can be intercepted, altered, forwarded, or used without authorization or detection.
6. Emails, voicemails, and texts can be used as evidence in court.
7. Emails, phone calls, voicemails, and texts may not be secure and therefore it is possible that the confidentiality of such communications may be breached by a third party.

Conditions for the use of email and texts: Avivo cannot guarantee but will use reasonable means to maintain the security and confidentiality of email, phone, voicemail, and text information sent and

received. Avivo is not liable for improper disclosure of confidential information that is not caused by Avivo's intentional misconduct.

Clients must acknowledge and consent to the following conditions:

1. Avivo cannot guarantee that any text will be read and responded to within any particular period of time. Avivo will respond to text messages Monday-Friday during the hours of 9AM-5PM, unless otherwise specified. Text messages will not be answered outside of these hours or on the weekends/holidays.
2. Texting is not appropriate for urgent or emergency situations. If you experience a mental health emergency, please go to your nearest emergency room and/or call 911.
3. Texts should be concise. The client should call and/or schedule an appointment to discuss complex and/or sensitive situations.
4. Text communication will usually be printed and filed into the client's medical record.
5. Clients should not use texts for communication of sensitive medical information.
6. Avivo is not liable for breaches of confidentiality caused by the client or any third party.
7. It is the client's responsibility to follow up and/or schedule an appointment if warranted.
8. Non-face-to-face evaluation and management of services provided by Avivo to a client via telephone is subject to billing if initiated by an established client, or guardian of an established client.

Avivo may update this Privacy Policy from time to time to reflect changes in our practices or legal requirements. When we make changes, we will notify you by updating the "Last Updated" date at the top of this policy. In the event of significant changes, we will require that you sign a new consent to electronic communication form.