



## Notice of Client Rights



**Headway Richfield**  
6425 Nicollet Ave S  
Richfield, MN 55423  
612-861-1675

**Headway Golden Valley**  
701 Decatur Ave N, Suite 109  
Golden Valley, MN 55427  
763-746-2400

**Headway Hopkins**  
1001 Highway 7, Suite 309  
Hopkins, MN 55305  
952-426-6600

**Headway Brooklyn Center**  
5910 Shingle Creek Parkway  
Brooklyn Center, MN 55430  
763-569-5200

Services are also provided in the community and at various local schools.  
Headway Emotional Health BANS GUNS on all of its premises.

Business hours for all locations are 8:00 AM to 5:00 PM.  
Evening or weekend appointments vary with each program.

E-mail: [information@headway.org](mailto:information@headway.org)  
**headway.org**

*This notice takes effect November 1, 2018.*

*This notice contains information about your rights as a Headway Client and what you can do if you feel that your rights have been disrespected. Please check with your services provider or those listed in the contact section of this brochure if you have any questions.*

## Privacy and Confidentiality

The information you provide to Headway, including information obtained with your written consent, such as previous medical or school records, will be used by Headway employees and contractors to assist in providing your care. Some of the ways this information may be used include: determining eligibility for services, coordinating care with other service providers such as psychiatrists or medical doctors, or billing and administrative purposes. Information may also be shared in accordance with state law for the purpose of providing clinical supervision, consultation, quality assurance, and legal review.

Headway only asks you to disclose information that will help us provide you with quality care. Clients have the right to refuse to provide information. However, if you choose not to provide some information, such as insurance or billing information, Headway may not be able to provide services for you. Also, if you are court ordered to participate in services with Headway, refusing to provide information may result in legal consequences.

Under certain circumstances, Headway may be required by law to share information without your permission. These include, but are not limited to:

- Risk of harm to self or others
- Suspected child abuse or neglect that has occurred within the last three years
- Suspected abuse or neglect of vulnerable adults
- Court orders or Minnesota state laws
- Collection agencies—limited to demographics and treatment time frame

## Your Rights

### **You have the right to be free of discrimination:**

Headway does not discriminate on the basis of race, color, national or ethnic origin, ancestry, age, religion or religious creed, disability or handicap, sex or gender, gender identity and/or expression (including a transgender identity), sexual orientation, military or veteran status, genetic information, or any other characteristic protected under applicable federal, state, or local law.

### **You have the right to appropriate care based on your needs:**

All professionals from whom you will receive care are licensed by a professional board. All professionals at Headway work in accordance with Minnesota state laws regarding the delivery of mental health services and maintain a professional license if required to do so. Licensed staff includes psychiatrists, therapists, counselors, and nurses. Any professional working with you has met the minimum qualifications of training and experience required by state law. Upon request, you may be informed of the professional's education, training, and experience.

### **You have the right to be involved in planning your care:**

Information concerning your diagnosis, treatment, and progress will be provided to you using language that you understand and all questions and concerns will be addressed in a timely and courteous manner. You will have input in developing a treatment plan and your values and needs will be respected. Information about alternative treatments, possible risks, and benefits will be provided to you before treatment begins.

### **You have the right to information about the cost of your care:**

Before beginning treatment, you will be informed of the cost of services, your responsibilities to pay, and the anticipated length of your care. Headway will work with your insurance company to provide you with the most affordable care possible and inform you of charges in a timely manner.

## Your Rights

### **You have the right to refuse or terminate care:**

Participation in services is strictly voluntary and clients may terminate or refuse care at any time for any reason. If a client is court ordered to services, the court may impose consequences if a client chooses to terminate services. Client may still be responsible for paying for appointments that were canceled without proper notice.

### **You have the right to a referral and cooperation from Headway:**

In the event that we cannot provide you with the care you need, or you choose to terminate services with us, Headway will provide you with a referral to a qualified professional or services agency. Upon your request, Headway will provide information to your new provider such as the results of testing and treatment plans.

### **You have the right to review your medical records:**

Upon written request, Headway will provide you with copies of your medical records; however, there may be certain circumstances when a therapist would restrict access to these records. HIPAA laws (see Notice of Privacy Practices) provide that a therapist may restrict your access to the records if she/he/they believe it is in your best interest. If your personal access to your records is restricted, your therapist will work with you to explain the reason why.

### **You have the right to a timely response to requests:**

Requests for appointments, consultations, and records will be handled in a timely manner and clients will be promptly informed when Headway is unable to comply with a request. If requested, you may obtain information that pertains to your care regarding any relationship Headway or its employees have with other health care providers or community partners.

### **You have the right to free language assistance services:**

If you have limited English proficiency, Headway will provide interpreter services for you, free of charge. The interpreter services may be provided by bilingual staff employed by Headway who are trained and competent in the skill of interpreting. If Headway does not have an appropriately skilled interpreter on our staff available, we will request an interpreter from a contracted interpreter service.

## Rights of Minors

In providing services to minors (under age 18), Headway Emotional Health encourages and supports the involvement of the minor's parent(s) or guardians in their care.

A minor's right to make decisions and to the confidentiality of her/his health information will be different depending on whether the minor is emancipated. You are considered emancipated if you are:

- Financially independent of your parent or guardian as well as living separately from a parent or guardian; or
- You are married; or
- If you have borne a child.

### **Emancipated Minors:**

You have the same rights and limitations as legal adults to authorize who does and does not have access to your medical records. We will only notify your parents or former guardian to share information if we determine that the failure to do so would seriously jeopardize your health.

### **Non-Emancipated Minors:**

According to state and federal law, non-emancipated minors may receive care without the knowledge or consent of a parent or guardian under the following circumstances: the nature of services involves sexually transmitted disease, alcohol or drug abuse, or referrals for information on birth control options as relevant to treatment. In an emergency situation, Headway can provide mental health or chemical dependency services absent of parental notification or consent. Once the crisis is stabilized, we will notify your parent or guardian.

If services are provided without the knowledge or consent of your parent(s), you may be responsible for paying your bill.

### **Parents of Non-Emancipated Minors**

Parents have a right to the medical records of their children. However, we ask that parents respect the confidential relationship between their child and the child's therapist. Parents can expect that they will be given information regarding the treatment plan and progress of their child without the specific details of the sessions.

The staff of Headway Emotional Health will use discretion as to what information is shared.

## Your Responsibilities

---

**You are responsible for being clear and direct about the problems you are experiencing:**

It is important that you provide complete and accurate information about past illnesses, hospitalizations, treatment programs, medications, and other matters related to your background.

---

**You are responsible for understanding your treatment plan:**

Your willingness to help design your treatment plan and follow it bears directly on the success of your treatment. Your provider will do his/her/their best to help you create and understand your treatment plan, but can only do so if you engage in the process with them.

---

**You are responsible for arranging payment for the cost of services you receive if you are on a fee-based program:**

If your insurance or financial situation changes during the course of treatment, you are responsible for informing Headway. Please see our financial policy for more information.

---

**You are responsible for respecting the rights of other clients and staff in our programs:**

All Headway clients and staff have the right to be in a safe environment free from any form of harassment or abusive behavior. We ask that all clients respect the privacy and confidentiality of those they may come in contact with in common areas such as lobbies or offices. Headway reserves the right to terminate contact with any client who engage in behavior or language that is abusive or constitutes harassment.

---

---

**You are responsible for keeping scheduled appointments:**

If you cannot keep an appointment please call and cancel at least 24 hours in advance. If you miss three appointments or more, your services may be terminated. A no-show fee may be charged for appointments not kept. If you miss several appointments or have not made payments to your account, your treatment may be interrupted until payment is made. If your appointment needs to be rescheduled due to inclement weather or some other type of emergency, you will be called as soon as possible. Weather closings are also announced through each individual location's telephone recorded message.

---

**Your feedback is valuable to us:**

The State of Minnesota asks its licensed programs to conduct satisfaction surveys and to periodically evaluate the services we provide. Your participation in these service evaluations will help us improve the services we offer as well as to be in compliance with State guidelines. Any participation in these evaluations if voluntary and we will always respect your privacy and confidentiality.

## Payment Policy

At the time of intake we will assist you in determining who is responsible for the cost of services. In certain circumstances a reduced fee may be available. In order to qualify you must provide proof of income and financial inability to pay. Your ability to pay will be evaluated periodically and with any change in your financial situation. Payment must be received at the time of service.

Please let us know if you change jobs, insurance companies, your home address, or telephone number.

We will attempt to collect from your insurance company; however, you are responsible for paying your co-pay and deductible at the time of service. We accept reimbursement from most insurance companies, including Medicare and Medical Assistance. Benefits vary from one plan to another. Some diagnoses do not qualify for payment from insurance companies or other payers. Insurance companies often request copies of client records to determine payment for claims made.

Please discuss questions about your coverage with your employer, or customer service from your insurance plan. We will help to resolve questions about your account; you, however, are ultimately responsible for the charges you incur.

If it becomes necessary to place your account with a collection agency because of non-payment, any legal and/or collection fees will be added to your account balance.

## Grievance Procedure

In the event you feel your rights have been violated, or a Headway staff member has engaged in unethical behavior, we encourage you to do the following: talk with your service provider, inform the Program Director, or call the Director of Client Services at (612) 798-8189. We will respond to complaints within three business days. You will not be retaliated against for filing a grievance and are encouraged to report any possible instances where you feel your rights may have been violated.

If you do not feel comfortable sharing your grievance with a Headway staff person you may file a report with any of the following agencies; the office of Health Facilities and Complaints, the Ombudsman for Mental Health and Developmental Disabilities, or your provider's state licensing board. Please see below for contact information.

Office of Health Facilities and Complaints  
P.O. Box 64970, St. Paul, MN 55164-0970  
Phone: (651) 201-4201  
National, Toll Free 1-800-369-7994

The Ombudsman for Mental Health and Developmental Disabilities 651-757-1800 or 1-800-657-3506 or MN Relay Service 711

Minnesota State Board with whom your provider is licensed

MD .....	(612) 617-2130
Psychology .....	(612) 617-2230
Social Work .....	(612) 617-2100
Nursing .....	(612) 617-2270
Chemical Dependency .....	(612) 617-2178
Marriage and Family Therapy .....	(612) 617-2220
Behavioral Health and Therapy .....	(612) 548-2177

Licensing Division of DHS Licensing:  
Twin Cities metro: (651) 296-3971  
Outstate: 1-800-627-3529  
TTY: (651) 282-6832

## Staff Rights

The staff at Headway Emotional Health are committed to respecting your rights. The staff also have rights that guide them as professionals.

### **Staff have the right to :**

- Keep their private lives separate from their professional lives and will not give out their home address, telephone number, family information, or other personal information.
- Consult with other staff as needed.
- Transfer clients to other professionals or terminate therapy if they believe: their objectivity has become impaired, the problems presented are outside of their area of competence, therapy is not indicated, the client is not benefiting from service provided or following the treatment plan, or a client is being abusive.
- Expect respectful treatment, not to be intimidated, threatened, or harmed by clients.

## Emergency Services

Headway Emotional Health has contracted with an After Hours Service to respond to emergency situations outside of regular business hours (typically 8:00 AM to 5:00 PM Monday through Friday). If medication management services are part of the care that you receive through Headway Emotional Health, the After Hours Service will contact the psychiatrist with whom a client is working for any urgent matter that cannot wait until the next business day. Calls are answered by Masters Level clinicians. We ask that clients show discretion in the frequency with which this service is utilized.

The After Hours number is 612-852-2209. Please tell the service from which program of Headway Emotional Health you receive care, or the name of your Headway Emotional Health therapist or psychiatrist.

Please note: you may be treated or referred without your consent if immediate action is required to protect the health and safety of yourself or others.