



Recovery Services

Client Orientation Handbook

Updated: March 2024

Visit our website at
www.hdcnorth.org

Human Development Center
1401 E First Street, Duluth, MN 55805
(218) 728-4491 888-412-9764

HDC's mission is to foster hope, resilience, and recovery by providing integrated, culturally respectful mental health and recovery services.

Thank You for Choosing the Human Development Center

We are pleased that you have selected the Human Development Center (HDC) as the provider for your behavioral health care. Our team of well-trained psychiatrists, social workers, psychologists, substance abuse counselors, and mental health workers are committed to working with you to resolve your problems in a sensitive, private, and prompt manner.

Utilization of health care services can sometimes become difficult or complicated. Therefore, we have created the attached informational pages to answer frequently asked questions and to give you information to help you use our services comfortably. There are separate sections on:

Pages 3-4	Recovery Services Offered
Page 5	Client Bill of Rights
Page 6	Privacy and Confidentiality
Pages 7-13	Notice of Privacy Practices
Pages 16-20	Informed Consents
Pages 21-22	Grievance Procedures
Pages 23-25	Maltreatment of Vulnerable Adults Reporting Procedures
Pages 26-29	Maltreatment of Minors Reporting Procedures
Pages 30-32	Payment, Billing, and Finances
Page 33	Emergency Services
Page 34	Use of Services
Pages 35	Client Responsibilities
Page 36	Group Guidelines and Client Expectations
Page 37	Tobacco Use Policy
Pages 37-38	Denial of Service Initiation / Termination of Services
Pages 39	Referral of Services
Pages 39-41	Discharge/Transfer of Services
Page 42	Photography and Recording Procedure
Page 42	Comments, Complaints, and Suggestions
Page 43	HDC Recovery Services Additional Orientation Acknowledgements
Appendix A:	Program Abuse Prevention Plan
Appendix B:	Educational Material

Notice:

The program's policy and procedure manual will also be reviewed with you upon intake and will be available at all times in a prominent, easily accessed location.

It is very important that you read the provided material. We ask that you sign an orientation statement acknowledging that you have received and understand the material in this packet.

While we are committed to providing the best possible service, we recognize that at times we may make mistakes or miscommunicate. We want to make certain that you are encouraged to let us know if you believe this has happened.

We also want to let you know that the Human Development Center has a Grievance Procedure, which is included in this packet. If you wish to register a formal complaint, you may just tell any staff member that you wish to do so. You may also register your complaint directly with the Human Development Center's Chief Executive Officer.

The Human Development Center is regulated by the State of Minnesota. Unresolved complaints about the Center may be directed to:

Commissioner
Department of Human Services
PO Box 64998
St. Paul, MN 55164-0998
Phone (651) 431-2907
Fax (651) 431-7455

Programming

HDC's outpatient addiction treatment services provide individual and group counseling as part of substance use disorder recovery programming. Recovery services will be available during HDC's normal business hours of 8:00am to 6:00pm, Monday through Thursdays and 8:00am to 3:00pm on Fridays, excluding federal holidays and prescheduled appointments. Individual counseling will be available during business hours, along with morning and afternoon groups ranging from one to three hours a day. An evening intensive outpatient treatment group, and an evening aftercare group will also be available from the hours of 5:30pm to 8:30pm, up to four days a week, to accommodate client schedules.

Depending on the recommendations of the substance use disorder and mental health diagnostic assessments, clients will be able to participate in an individualized course of outpatient treatment services to ensure the best possible outcomes. All the following services will be considered as part of treatment planning.

Individual Substance Abuse Counseling: Individual substance abuse counseling conducted by a licensed alcohol and drug counselor will be available to meet the intensity and duration identified through assessment and treatment planning.

Individual Mental Health Therapy: Individual outpatient mental health therapy conducted by a mental health professional will be available to meet the intensity and duration identified through assessment and treatment planning.

Intensive Outpatient Group: An intensive outpatient group will be available consisting of up to a three-hour group, meeting up to three times weekly, with duration to be determined by treatment staff. Individuals in the intensive outpatient program will also have the opportunity to individually meet with a licensed alcohol and drug counselor for up to one hour weekly during the treatment duration. Participation in community support groups will be encouraged for the days an individual is not in group.

MICD Group: A Mental Illness Chemical Dependency (MICD) group program will be available for individuals diagnosed with a co-occurring substance use and mental health disorders. Individuals will meet up to three times weekly, for up to three hours in a group, with duration to be determined by treatment staff and is focused on recovery from co-occurring disorders. This group will be led by a mental health professional and/or a licensed alcohol and drug counselor under the direct supervision of a mental health professional. Individuals utilizing this treatment program will also have access to resources available within the intensive outpatient group

programming as recommended by assessment and treatment planning, and will also have the opportunity to individually meet with a licensed alcohol and drug counselor and/or mental health professional for up to one hour weekly during the treatment duration. Client's utilizing this group will also have in program access to case management and psychotherapeutic services as part of programming and will complete an individualized treatment plan to address barriers to treatment such as chemical use lapses, attendance, and difficulty adhering to group rules and expectations. All clients utilizing this group will be provided the extra support needed for successful completion of programming.

HDC will incorporate evidence-based programming (Hazelden's Matrix and Living in Balance, and the Change Company's Mee-Lee Interactive Journaling) for all MICD programming.

<http://www.hazelden.org/web/go/matrix>

<https://www.hazelden.org/web/public/livinginbalance.page>

<https://www.changecompanies.net/products/series/?id=11>

Aftercare Group: An aftercare group of up to 3 hours will meet once a week and will be available for all clients who have successfully completed the intensive outpatient or dual diagnosis groups, or have been assessed as appropriate for this level of care. This group is focused on relapse prevention and social support up until graduation of substance use disorder programming.

Addition Internal Services: HDC offers a wide range of services outside of the Recovery Services Program, and all individuals diagnosed with co-occurring substance use and mental health disorders will also have access by internal referral to targeted case management with a mental health practitioner, adult rehabilitative mental health services with mental health practitioner, peer support specialists with certified peer specialist, employment connections with an employment specialist, and psychiatry services with a psychiatric nurse, nurse practitioner, physician's assistant, or psychiatrist, as needed or required. External referrals for such services will be made as necessary to meet client need, or by client request.

Client Bill of Rights

Your counselor will explain these rights to you. If you have any questions, please ask for clarification.

In compliance with Minnesota Statutes 148F.165 and 253B.03, the client bill of rights will be posted in a prominent office location and will be provided to you in writing upon admission. Reasonable accommodations will be made for you if you have communication impairments or cannot read or speak English.

- 1: You have the right to expect that the provider meets the minimum qualifications of training and experience required by state law.
- 2: You have the right examine public records maintained by the Board of Behavioral Health and Therapy that contain the credentials of the provider.
- 3: You have the right to report complaints to the Board of Behavioral Health and Therapy at:
MN Board of Behavioral Health and Therapy
2829 University Avenue S.E - Suite 210
Minneapolis, MN 55415
(612) 548-2177
- 4: You have the right to be informed of the cost of professional services before receiving the services.

Standard hourly rates are as follows:

Chemical Health Diagnostic Assessment: \$199.00 flat fee

Mental Health Diagnostic Assessment: \$261.23 flat fee

Individual Addiction Counseling: \$85.68 per hour

Group Addiction Counseling/Education: \$41.62 per hour

Individual MICD Counseling: \$92.11 per hour

Group MICD Counseling: \$44.74 per hour

- 5: You have the right to privacy as defined and limited by law and rule.
- 6: You have the right to be free from being the object of unlawful discrimination while receiving counseling services.
- 7: You have the right to have access to your records as provided in MN Statutes, sections 144.92 and 148F.135, subdivision 1, except as otherwise provided by law.
- 8: You have the right to be free from exploitation for the benefit or advantage of the provider.
- 9: You have the right to terminate services at any time, except as otherwise provided by law or court order.
- 10: You have the right to know the intended recipients of assessment results.
- 11: You have the right to withdraw consent to release assessment results, unless the right is prohibited by law or court order or was waived by prior written agreement.
- 12: You have a right to a nontechnical description of assessment procedures.
- 13: You have the right to a nontechnical explanation and interpretation of assessment results, unless this right is prohibited by law or court order or was waived by prior written agreement.

Privacy and Confidentiality

HDC places an extremely high value on the right to privacy of its clients. The Minnesota Government Data Practices Act also requires us to protect your privacy. Under normal conditions, information about you is available to third parties only with your signed permission.

However:

There are instances where we may be unable to protect your privacy. Staff are required by law to report suspected child abuse even if the information is given in confidence. Also, we may have to notify authorities if there is substantial risk of you harming yourself or others. If you are or become involved in court action, your records may be subpoenaed by the court.

In order that we may better coordinate HDC services when a client receives services from several HDC programs, each program professional will have access to information about services provided you by other HDC programs. Your confidentiality outside HDC will still be protected.

The information we ask you to provide is necessary for the administration of the services for which you are applying. You are not required to provide any information to us. Should you choose not to give us information about yourself, it may make it more difficult for us to help you and may make you ineligible for the services you have requested.

PRIVACY AND THERAPY WITH CHILDREN AND ADOLESCENTS

It is the expectations of the Human Development Center that providers, caregivers, and minor-aged clients will establish the parameters of privacy at the onset of services.

WHY WE COLLECT INFORMATION

- To work with you in determining if our services are appropriate to you.
- To work with you in developing a plan to meet your service needs.
- To prepare billings to you, to insurance companies, or other agencies.
- To determine your eligibility for financial assistance.
- To evaluate the efficiency and effectiveness of services we provide.
- To prepare reports, using summary data.
- To prepare documentation for HDC's accountability for insurance companies and auditors.

If you have any concerns about your right to privacy, you should discuss them with your counselor or therapist.

Notice of Privacy Practice

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

You have the right to:

- Get a copy of your paper or electronic medical record
- Correct your paper or electronic medical record
- Request confidential communication
- Ask us to limit the information we share
- Get a list of those with whom we've shared your information
- Get a copy of this privacy notice
- Choose someone to act for you
- File a complaint if you believe your privacy rights have been violated

YOUR CHOICE

You have some choices in the way that we use and share information as we:

- Tell family and friends about your condition
- Provide disaster relief
- Market our services and sell your information
- Raise funds

OUR USES AND DISCLOSURES

We may use and share your information as we:

- Treat you
- Run our organization
- Bill for your services
- Help with public health and safety issues
- Do research
- Comply with the law
- Respond to organ and tissue donation requests
- Work with a medical examiner or funeral director
- Address workers' compensation, law enforcement, and other government requests
- Respond to lawsuits and legal actions

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. We will always communicate the outcome of your request to you.

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:
HIPAA Privacy Officer
1401 East 1st Street
Duluth, MN 55805
Phone: 218-728-4491
Toll Free: (888) 412-9764
- 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 or penalize 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

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

In the case of fundraising:

- It is not our practice to conduct fundraising; however, if we do, we may contact you for fundraising efforts, but you can tell us not to contact you again.

We never market or sell personal information without your written permission.

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. Minnesota Law requires consent for disclosure of treatment, payment, or operations information. We will get your consent on your initial visit to share information for these purposes.

Treat you (Treatment)

We can use your health information and share it with other professionals who are treating you. We can only release your health records to health care facilities and providers outside our agency without your consent if it is an emergency and you are unable to provide consent due to the nature of the emergency.

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

Run our organization (Healthcare Operations)

We can use and share your health information to run our practice, improve your care, and contact you when necessary. We are required to obtain your consent before we release your health records to other providers for their own health care operations.

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

Bill for your services (Payment)

We can use and share your health information to bill and get payment from health plans or other entities only if we obtain your consent.

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

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 if you do not object.

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 only with your consent.

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. We need consent to share information with a funeral director.

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 your consent, unless required by law
- With health oversight agencies for activities authorized by law
- For special government functions such as military, national security, and presidential protective services with your consent, unless required by law

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.

Other State Law

In Minnesota, we need your consent before we disclose protected health information for treatment, payment, and operations purposes, unless the disclosure is to a related entity, or the disclosure is for a medical emergency and we are unable to obtain your consent.

Confidentiality of Alcohol and Drug Abuse Patient Records

The confidentiality of alcohol and drug abuse patient records maintained by this program is protected by Federal law and regulations. Generally, the program may not say to a person outside the program that a patient attends the program, or disclose any information identifying a patient as an alcohol or drug abuser *Unless*:

- The patient consents in writing;
- The disclosure is allowed by a court order; or
- The disclosure is made to medical personnel in a medical emergency or to qualified personnel for research, audit, or program evaluation.

Violation of the Federal law and regulations by a program is a crime. Suspected violations may be reported to appropriate authorities in accordance with Federal regulations.

Federal law and regulations do not protect any information about a crime committed by a patient either at the program or against any person who works for the program or about any threat to commit such a crime.

Federal laws and regulations do not protect any information about suspected child abuse or neglect from being reported under State law to appropriate State or local authorities.

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 website.

Other Instructions for Notice

This Notice is Effective on August 1, 2017.

Human Development Center's Contact Information

HIPAA Privacy Officer

120 East 2nd Street

Duluth, MN 55802

Phone: 218-728-4491

Toll Free: (888) 412-9764

<https://www.humandevlopmentcenter.org>



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INFORMED CONSENT AND AUTHORIZATION

Consent for Treatment I give my consent to the Human Development Center (HDC) providers and support staff to provide, coordinate, and/or manage behavioral health services for me.

Authorization for Disclosure of Protected Health Information (PHI) As explained in the Notice of Privacy Practices, I authorize disclosure of my protected health information for the purpose of HDC's Treatment, Payment and Healthcare Operations.

Examples: HDC providers from whom I accept services or treatment may share my information with other HDC providers involved in my care.

I understand that for various services HDC providers are required to or designed to function as a team and will share my information within that team in a confidential manner.

I understand the Consultation process between members of an HDC multidisciplinary team may include confidential discussion about a client. This case Consultation is good practice and helps to ensure high quality care for me.

Assignment of Benefits I authorize all insurance, Medicare or Medicaid benefits or benefit payments from other sources for claims for my care originating from HDC to be paid directly to HDC. I agree to pay the balance due for any services received that are not covered by insurance or grant funding.

Medicare/Medicaid If I am a participant in Medicaid or Medicare programs, I understand the laws, rules and regulations of these programs shall apply. I may contact the Medicare Coordination of Benefits Contractor at 1-800-999-1118 if I have questions.

Client Information I have received the Client Information booklet informing me of HDC policies and my rights as a client.

HDC Financial policies exist that: A client is required to pay the applicable co-pay amount due at the time of each visit.

I acknowledge I have received the HDC **NOTICE OF PRIVACY PRACTICES** that explains how my health information will be handled in various situations. I understand that I can request a copy of the Notice of Privacy Practices from HDC. I understand an electronic copy of the HDC NOTICE OF PRIVACY PRACTICES can be found at <https://www.humandevlopmentcenter.org/>.

I have been given the opportunity to discuss my concerns and questions about the privacy of my health information or I may contact the HDC Privacy Officer at 1401 East First St., Duluth, MN 55805 or toll-free 888-412-9764.

This authorization is valid for one year from the date of signature. I may revoke this consent and authorization at any future time upon written notice to HDC.

Signature _____

Date _____

Printed Name _____

If I am signing as an authorized representative of the client, I am: (Circle one)

*Parent of a minor *Court Appointed guardian/conservator *Power of Attorney for Healthcare

**Must provide documentation of guardianship, conservatorship, power of attorney for healthcare*

Staff must document any refusal to sign

Client Name _____

Client # _____



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**HDC Recovery Services
Attendance & Participation Agreement**

Thank you for choosing HDC’s Recovery Services Outpatient Substance Use Disorder Treatment Program. For outpatient programming to be effective, attending and participating in groups and individual sessions is essential. The following attendance/participation policy has been put in place to ensure that our programming meets your needs.

- 1) It is expected that you will attend your first group or individual session within seven calendar days of your intake/orientation.
- 2) It is expected that you will call HDC Recovery Services @ (218) 730-2387 if you are unable to make it to any scheduled group or individual sessions.
- 3) It is expected that you will participate in group and complete all assigned material to the best of your ability.
- 4) It is expected that you will follow HDC Recovery Services Programming’s **1-2-3 Attendance Policy**, which states that more than:
 - (1) **One** no show or unexcused absence per four-week period or
 - (2) **Two** client cancellations per four-week period; or
 - (3) **Three** tardies (15 minutes) or incomplete groups (30 minutes) per four-week period

will lead to discharge HDC’s Recovery Services Program and/or referral for reassessment or higher-level of care.

- * Written excused absences of medical necessity do not to count as an absence.
- * A written contract with HDC Recovery Service’s Director is needed for exemption from attendance policy.

With my signature, I attest that:

- 1) I understand the above attendance/participation policies and agree to follow them to the best of my ability.
- 2) I understand that if I am unable to follow the above attendance/participation policies, I will be discharged from HDC’s Recovery Services Program and/or referred for reassessment or higher-level care.
- 3) I understand that if I am mandated to participate in HDC Recovery Services Program, that all referents with whom I have signed a Release of Information, will be notified of all unexcused absences, referrals for assessment or higher levels of care, and/or discharges.

Client Signature

Date

Staff Signature

Date



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HDC Recovery Services
Consent for Drug Screening

As part of HDC Recovery Services outpatient substance use disorder treatment programming, saliva and/or urine samples may be obtained for the purpose of drug screening to be used as a diagnostic tool to further aid in the interventions and treatment for clients utilizing our programming.

By signing this consent:

- 5) I understand that I may decline to provide saliva or urine samples for the purpose of drug screening or rescind my consent at any time.
- 6) I understand that positive results of drug screening may result in action including, but not limited to, recommendation of a higher level of care and/or termination of services.
- 7) I understand that the results of drug screens received by HDC Recovery Services will be shared with me and may be forwarded to interested parties if I have provided authorization to do so by signing a release of information. I understand that there may be further possible consequences from the release of such information (i.e. legal, employment).
- 8) I understand that HDC staff will not be analyzing urine and/or saliva samples in any way, and that all samples will be collected under federal guidelines and sent directly to the following lab by direction of their policies and procedures:

Millennium Health
16981 Via Tazon
San Diego, CA 92127
(866) 866-0605

- 9) I understand that HDC Recovery Services will not be responsible for payment or collections of drug screening costs, and that Millennium Health will bill my insurance provider directly. I understand that I will be responsible for any uncovered costs and/or unpaid balances directly through Millennium Health.

I authorize the Human Development Center, and those employed by the Human Development Center, to collect my saliva and/or urine for the purpose of drug screening.

Client Signature

Date

Staff Signature

Date



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**HDC Recovery Services
Consent of Abuse Disclosure**

Consent to disclose abuse according to,
Minnesota Statute, section 626.557, subdivision 3A

The Human Development Center (HDC) is committed to the privacy of our clients' information. As outlined in the Notice of Privacy Practice Form, client information is considered Protected Health Information (PHI). Our agency is required to follow specific rules on maintaining confidentiality PHI, using your information, and disclosing or sharing information with others, including obtaining consent to release information for reporting purposes in the event that abuse, maltreatment, or neglect is suspected or witnessed by staff.

HDC policy mandates that all staff follow HDC's Reporting of Maltreatment policies and procedures if abuse or maltreatment is suspected or witnessed.

I understand that this release of information is valid until _____, 20____, or until I choose to revoke it.

I understand that information released to the proper authorities is to be used only for the purposes of reporting abuse.

I understand that it is within my rights to refuse to sign or revoke this release of information at any time.

Further, I understand that the authorities to whom I consent to have information released are bound by the same laws of confidentiality, as explained during intake into HDC's Recovery Services Program.

I authorize the Human Development Center and those employed by the Human Development Center to release information concerning suspected abuse, maltreatment, and/or neglect to:

Minnesota Adult Abuse Reporting Center (MAARC)
(844) 880-1574.

MAARC VA-CEP web-based reporting tool.
www.mn.gov/dhs/reportadultabuse/

Client Signature

Date

Staff Signature

Date

Client Name: _____

Medical Record #: _____

DOB: _____



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**HDC Recovery Services
Consent for Follow Up**

The Human Development Center (HDC) would like to follow up with you after discharge to inquire about how your recovery program is going.

The data collected will assist in determining what aspects of the program were most beneficial on a long-term basis. This contact will be for research and evaluation purposes only.

All information will remain confidential.

This consent will automatically expire two years after the date of discharge, and you may revoke this consent at any time.

By marking the proper box and signing below, you are letting HDC know whether or not they have your permission to contact you after your discharge from the Recovery Services Program.

_____ **Yes** HDC has my permission to contact me after discharge.

_____ **No** HDC does **not** have my permission to contact me after discharge.

Name

Date

Signature

Date

Preferred Contact Phone Number

Client Name: _____

Medical Record #: _____

DOB: _____

Grievance Procedure

Upon service initiation, HDC will explain the grievance procedure to the client or their representative. The grievance procedure will also be posted in a place visible to clients and made available upon a client's request. The grievance procedure will also be made available to former clients upon request. HDC grievance procedure will be as follows:

- A. The grievance can be presented verbally, or in writing to any staff member; a staff member will help the client develop and process a grievance at any time;
- B. The client will receive an initial response within three days of the receipt of the grievance;
- C. If the client cannot work out their concerns with the assigned clinician, clinical supervisor, or other staff member, the staff will assist the client in bringing the grievance to the Chief Executive Officer of HDC.
- D. If resolution is still not possible, the client will be given information on how to access the following external resources:

MN Department of Human Services: Licensing Division
P.O. Box 64242, St. Paul, MN 55164-0242
(651) 431-6500

Minnesota Office of the Ombudsman for Mental Health and Developmental Disabilities
121 7th Place E. Ste 420
St. Paul, MN 55101-2117
Tel: (651)757-1800 or (800) 657-3506

MN Board of Behavioral Health & Therapy
2829 University Ave. S. E Suite 210
Minneapolis, MN 55415
Tel: (612) 548-2177



HDC

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HDC Recovery Services

Grievance Procedure Form for Clients and Relatives/Guardians

In the event you have an issue/problem while you are involved with HDC, the following grievance procedure is designed to assure your issue/problem is given proper attention. The following step-by-step grievance procedure should be engaged until resolution for the problem is reached. A staff member will help you develop and process a grievance at any time:

- 1: The grievance can be presented verbally, or in writing to any staff member.
- 2: The grievance can be presented verbally, or in writing to the Program Director.
- 3: The grievance can be presented verbally, or in writing to the Compliance Director.
- 4: The grievance can be presented verbally, or in writing to the Chief Executive Officer.

Written grievances may be turned in to any counseling, business office, or administrative staff. Each individual in the above position will have three (3) days upon receipt of the grievance to respond in writing. You will be given a list of telephone and addresses of external resources who will be able to help you, and you may contact them verbally, or in writing at any time.

I have received a copy of this grievance procedure and understand how and to whom I should present grievances.

Client Signature

Date

Staff Signature

Date

Client Name: _____

Medical Record #: _____

DOB: _____

DHS Maltreatment of Vulnerable Adults Reporting Policy

HDC policies and procedures reflect the following procedures of the Minnesota Department of Human Service Maltreatment of Vulnerable Adults Mandated Reporting Policy:

As a mandated reporter, if you know or suspect that a vulnerable adult has been maltreated, you must report it immediately (within 24 hours).

Where to Report

- You can report to the Common Entry Point at:

Minnesota Adult Abuse Reporting Center (MAARC)

Reports can be made over the telephone 24 hours a day/7 days a week by the general public at **(844) 880-1574**. Mandated reporters may also use the toll-free telephone number. All reports made by the general public should be made by phone.

Additionally, mandated reporters may use the MAARC VA-CEP web-based reporting tool.

Website: www.mn.gov/dhs/reportadultabuse/

- Or you can report internally to the Program Director. If the individual listed above is involved in the alleged or suspected maltreatment, you must report to the Compliance Director.

Internal Report

- When an internal report is received, the Program Director is responsible for deciding if the report must be forwarded to the Common Entry Point. If that person is involved in the suspected maltreatment, the Compliance Director will assume responsibility for deciding if the report must be forwarded to the Common Entry Point. The report must be forwarded within 24 hours.
- If you have reported internally, you will receive, within two working days, a written notice that tells you whether or not your report has been forwarded to the Common Entry Point. The notice will be given to you in a manner that protects your identity. It will inform you that, if you are not satisfied with the facility's decision on whether or not to report externally, you may still make the external report to the Common Entry Point yourself. It will also inform you that you are protected against any retaliation if you decide to make a good faith report to the Common Entry Point.

Internal Review

When the facility has reason to know that an internal or external report of alleged or suspected maltreatment has been made, the facility must complete an internal review within 30 days and take corrective action, if necessary, to protect the health and safety of vulnerable adults. The internal review must include an evaluation of whether:

- (i) related policies and procedures were followed;
- (ii) the policies and procedures were adequate;

- (iii) there is a need for additional staff training;
- (iv) the reported event is similar to past events or the services involved; and
- (v) there is a need for corrective action by the license holder to protect the health and safety of vulnerable adults.

Primary and Secondary Person or Position to Ensure Internal Reviews are Completed

The internal review will be completed by the Program Director. If this individual is involved in the alleged or suspected maltreatment, the Compliance Director will be responsible for completing the internal review.

Documentation of the Internal Review

The facility must document completion of the internal review and provide documentation of the review to the commissioner upon the commissioner's request.

Corrective Action Plan

Based on the results of the internal review, the license holder must develop, document, and implement a corrective action plan designed to correct current lapses and prevent future lapses in performance by individuals or the license holder, if any.

Staff Training

The license holder shall ensure that each new mandated reporter receives an orientation within 72 hours of first providing direct contact services to a vulnerable adult and annually thereafter. The orientation and annual review shall inform the mandated reporters of the reporting requirements and definitions specified under Minnesota Statutes, sections 626.557 and 626.5572, the requirements of Minnesota Statutes, section 245A.65, the license holder's program abuse prevention plan, and all internal policies and procedures related to the prevention and reporting of maltreatment of individuals receiving services. The license holder must document the provision of this training, monitor implementation by staff, and ensure that the policy is readily accessible to staff, as specified under Minnesota Statutes, section 245A.04, subdivision 14.

THIS REPORTING POLICY MUST BE POSTED IN A PROMINENT LOCATION, AND BE MADE AVAILABLE UPON REQUEST.

Suspected Maltreatment of Vulnerable Adults (External Report)

Effective July 1, 2015, the Minnesota Adult Abuse Reporting Center (MAARC) became the common entry point (CEP) and the designated entity for accepting reports of suspected maltreatment of vulnerable adults (VA). Reports can be made over the telephone 24 hours a day/7 day a week by the general public at **(844) 880-1574**. Mandated reporters may also use the toll-free telephone number. Additionally, mandated reporters may use the MAARC VA-CEP web-based reporting tool. All reports made by the general public should be made by phone.

The MAARC VA-CEP Report is captured via a 24 hour/7 day a week web-based reporting tool used only by mandated reporters to report suspected maltreatment of a vulnerable adult. The web address is www.mn.gov/dhs/reportadultabuse/ and can also be accessed from the DHS Adult Protective Services page.

Mandated reporters are professionals identified by law (MS626.5572 Subd. 16) who are required to make a report if they have reason to believe that abuse, neglect, or financial exploitation of a vulnerable adult has occurred.

Mandated reporters have not met their duty to report until the report has been submitted and the “Thank You” message appears on the screen.

Common Entry Point

Minnesota Adult Abuse Reporting Center (MAARC)

Reports can be made over the telephone 24 hours a day/7 days a week by the general public at **(844) 880-1574**. Mandated reporters may also use the toll-free telephone number. All reports made by the general public should be made by phone.

Additionally, mandated reporters may use the MAARC VA-CEP web-based reporting tool.

Website: www.mn.gov/dhs/reportadultabuse/

Maltreatment of Minors

In accordance with Minnesota Statute 626.556, Subd 3, all employees of HDC will be considered Mandated Reporters. Any Mandated Reporter who knows, or has reason to believe a child is currently, or has been within the preceding three years, neglected and/or physically, and/or sexually abused, must immediately report the information to St. Louis County Health and Human Services-Child Protection Unit, Minnesota Department of Health, Minnesota Department of Human Services, Police Department, or County Sheriff. HDC assures that employee retention, promotion, job assignment, or pay will not be affected by the good faith communication between an employee and St. Louis County Health and Human Services, the Minnesota Department of Health, or the Minnesota Department of Human Services for the investigation of complaints regarding a vulnerable adult or minor child's health or safety concerns.

Reporting Procedure

If a staff member (mandated reporter) believes that a violation has occurred, they will immediately (within 24 hours) make an oral report of the incidences by phone, or otherwise, to St. Louis County Health and Human Services Child Protection Unit, the Minnesota Department of Human Services, the local Police Department, or the county sheriff. If staff knows or suspects that a child is in immediate danger, they will call 911.

St. Louis County Health and Human Services
(218) 726-2000

Department of Human Services, Licensing Division's Maltreatment Intake line
(651) 431-6600

St. Louis County Sheriff Department
(218) 727-8770

Lake County Sherriff Department
(218) 834-8385

Carlton County Sherriff Department
(218) 384-3236

Duluth Police Department
(218)730-5400 or 911

DHS Maltreatment of Minors Mandated Reporting Policy

HDC policies and procedures reflect the following procedures of the Minnesota Department of Human Service Maltreatment of Minors Mandated Reporting Policy:

Who Should Report Child Abuse and Neglect?

- Any person may voluntarily report abuse or neglect.
- If you work with children in a licensed facility, you are legally required or mandated to report and cannot shift the responsibility of reporting to your supervisor or to anyone else at your licensed facility. If you know or have reason to believe a child is being or has been neglected or physically or sexually abused within the preceding three years you must immediately (within 24 hours) make a report to an outside agency.

Where to Report

- If you know or suspect that a child is in immediate danger, call **911**.
- Reports concerning suspected abuse or neglect of children occurring in a licensed child foster care or family childcare facility should be made to county child protection services.
- Reports concerning suspected abuse or neglect of children occurring in all other facilities licensed by the Minnesota Department of Human Services should be made to the Department of Human Services, Licensing Division's Maltreatment Intake line at **(651) 431-6600**.
- Reports regarding incidents of suspected abuse or neglect of children occurring within a family or in the community should be made to the local county social services agency at **(218) 726-2000** or local law enforcement at **(218) 730-5400**.
- If your report does not involve possible abuse or neglect but does involve possible violations of Minnesota Statutes or Rules that govern the facility, you should call the Department of Human Services, Licensing Division at **(651) 431-6500**.

What to Report

- Definitions of maltreatment are contained in the Reporting of Maltreatment of Minors Act (Minnesota Statutes, section 626.556) and should be attached to this policy.
- A report to any of the above agencies should contain enough information to identify the child involved, any persons responsible for the abuse or neglect (if known), and the nature and extent of the maltreatment and/or possible licensing violations. For reports concerning suspected abuse or

neglect occurring within a licensed facility, the report should include any actions taken by the facility in response to the incident.

- An oral report of suspected abuse or neglect made to one of the above agencies by a mandated reporter must be followed by a written report to the same agency within 72 hours, exclusive of weekends and holidays.

Failure to Report

A mandated reporter who knows or has reason to believe a child is or has been neglected or physically or sexually abused and fails to report is guilty of a misdemeanor. In addition, a mandated reporter who fails to report maltreatment that is found to be serious or recurring maltreatment may be disqualified from employment in positions allowing direct contact with persons receiving services from programs licensed by the Department of Human Services and by the Minnesota Department of Health, and unlicensed Personal Care Provider Organizations.

Retaliation Prohibited

An employer of any mandated reporter shall not retaliate against the mandated reporter for reports made in good faith or against a child with respect to whom the report is made. The Reporting of Maltreatment of Minors Act contains specific provisions regarding civil actions that can be initiated by mandated reporters who believe that retaliation has occurred.

Internal Review

When the facility has reason to know that an internal or external report of alleged or suspected maltreatment has been made, the facility must complete an internal review within 30 days and take corrective action, if necessary, to protect the health and safety of children in care. The internal review must include an evaluation of whether:

- (i) related policies and procedures were followed;
- (ii) the policies and procedures were adequate;
- (iii) there is a need for additional staff training;
- (iv) the reported event is similar to past events with the children or the services involved; and
- (v) there is a need for corrective action by the license holder to protect the health and safety of children in care.

Primary and Secondary Person or Position to Ensure Internal Reviews are Completed

The internal review will be completed by the Program Director. If this individual is involved in the alleged or suspected maltreatment, the Compliance Director will be responsible for completing the internal review.

Documentation of the Internal Review

The facility must document completion of the internal review and provide documentation of the review to the commissioner upon the commissioner's request.

Corrective Action Plan

Based on the results of the internal review, the license holder must develop, document, and implement a corrective action plan designed to correct current lapses and prevent future lapses in performance by individuals or the license holder, if any.

Staff Training

The license holder must provide training to all staff related to the mandated reporting responsibilities as specified in the Reporting of Maltreatment of Minors Act (Minnesota Statutes, section 626.556). The license holder must document the provision of this training in individual personnel records, monitor implementation by staff, and ensure that the policy is readily accessible to staff, as specified under Minnesota Statutes, section 245A.04, subdivision 14.

Payment Billing and Finances

HDC is a nonprofit corporation and receives grants for special purposes. Some services are furnished without charge. However, basic operations are financed by charging for the services. HDC may be of assistance by helping you through filing insurance claims on your behalf, finding alternative funding sources, or by arranging time payment plans for services.

If you have any questions about your bill, please call the Billing Department at (715) 395-6480.

Health Insurance

Many of the HDC's services are covered by health insurance. Insurance may pay for all or part of your services. We strongly encourage you to contact your insurance company prior to arranging for services so that you know what your insurance company will cover and what your responsibility for payment will be.

Some insurance companies require preauthorization before use of mental health or chemical dependency services. You should check your policy, ask your employer's personnel office, or contact your insurance agent directly. The company may charge you a penalty if the pre-authorization is not obtained.

We ask that you provide us information on your health insurance prior to your initial appointment. If your insurance plan is one with whom HDC is contracted, we will assist you by billing your insurance company directly and accepting payment directly from your insurance company. We will bill you for the unpaid balance.

If HDC does not have a contract with your insurance plan, we will require that you pay for each service when you come to your appointment. As a courtesy to you we will generate and send a bill to your insurance company on your behalf. If they pay on your account, we will refund you the amount paid by insurance. If your insurance company pays nothing towards the charges, we will not pursue the insurance company for payment or re-bill for the same charge.

If you are receiving services that are not covered by your insurance, we will require payment in full for each appointment, when you come to HDC.

We must point out that you have the final responsibility for payment. If your insurance does not cover the charges, we will be asking you to pay us.

Third Party Responsibility

For some people, a third party such as a Health Maintenance Organization or the Veteran's Administration has assumed responsibility to provide for their medical care. If you have such an arrangement, it will be necessary for you to have a letter of referral or some other document saying that the third party will pay for your care before we can give you an initial appointment.

Health Care Subsidies

HDC provides services for both the insured and the uninsured. HDC receives funding from the County Social Services Department and the United Way to subsidize some of its services. The availability of these subsidies is reserved for the uninsured and based on the income and family size of the person requesting the service. If you wish to utilize these subsidies, we may ask you to provide us with a signed

release of information authorizing us to provide billing information to the local Social Service agency. We also will ask that you provide us with accurate information regarding family size and verification of income.

The use of subsidy money requires that you keep us informed of changes in your financial situation. If you become employed or insured while using our services, we require that you notify us immediately. Failure to do so may result in our holding you fully responsible for the cost of services. On the other hand, if you lose employment or become uninsured while using our services, you may become eligible for subsidy money. Ask for a fee computation.

Medical Assistance

Many of HDC's services are eligible for Medical Assistance payments. If it appears, based on family size and family income, that you may be eligible for Medical Assistance, we may ask that you apply for Medical Assistance before we provide you with an initial appointment. If Medical Assistance pays for your services at the HDC, we will require that you show the receptionist your Medical Assistance card each time you come in for an appointment.

Other Financial Aids

Payment for mental or chemical health services may also be covered by:

- EAP
- Workers' Compensation Health Benefit Payments
- Financial Help for Victims of Violent Crimes
- Children's Health Plan
- Minnesota Consolidated Fund

If you think you may be eligible for these programs, let our Admissions Department know.

Federal Consumer Credit Protection Act

We will furnish you a monthly statement showing the amounts billed and amounts paid to us for the month. The statement will break down amounts into those that are current, outstanding 30 to 60 days, 60 to 90 days and over 90 days.

All accounts are due and payable in full within 10 days following the date of the initial billing. If you have insurance, you have the responsibility for promptly forwarding to the Center the Explanation of Benefits (EOB) you receive from your insurance company.

If payment is delayed beyond 60 days, we may suspend service until satisfactory arrangements have been made.

If you believe your bill is wrong or if you need further information, contact the Billing Department. This should be done as soon as possible. It must be done within 60 days of receipt of the bill

Co-pay Policy

For client's with commercial insurance (not Medical Assistance, Medicare or other government coverage), any co-pay amount specified by your insurance carrier will be collected at the time of your

appointment. Failure to pay this amount may subject a client to suspension of further appointments until the co-pay amount is paid.

Minor children of Divorced or Separated Parent Policy Statement

In cases involving the minor children of divorced or separated parents, it is the policy of the Human Development Center to handle financial arrangements in the following manner:

- 1) Income of the family having legal custody of the child will be used when computing the fee percent.
 - a. The amount not covered by the insurance will be billed to the parent who requests treatment and signs for their minor child. If this parent provides full cooperation in attempts to bill insurance, he/she will be billed at their own fee percent. If no attempt is made to bill the insurance (by parent), full fee will be charged.
- 2) Health insurance coverage provided for the child by either parent will be billed provided the Center receives accurate information. The insurance companies determine who carries the primary insurance. Contact your insurance company for this information.
- 3) In the final determination, financial responsibility belongs to the parent who requested and consented for treatment (by his/her signatures) for their minor child. It is the obligation of this parent to deal with the child's other parent regarding payment arrangements.

Emergency Services

People with behavioral and chemical health problems occasionally need contact with a mental health facility on an emergency basis.

During normal business hours, we have members of our clinical staff available each day for people who have an urgent need for mental health services.

HDC also operates a mental health emergency telephone service at (800) 634-8775. This number is answered during business hours, after hours, on holidays, and weekends. Trained mental health staff is available through this number.

All physical emergencies, including symptoms of withdrawal, will be referred to 911 Emergency Care.

St. Luke's Hospital
(218) 249-5555

Essentia Hospital
(218) 786-4000 or (888) 825-5818

Duluth Fire Department
(218) 730-4400

Birch Tree Mobile Crisis Team
(218) 623-1800 or (844) 772-4724
Text "LIFE" to 61222

St. Louis County Health and Human Services
(218) 726-2012 or (800) 450-9777

Minnesota Department of Human Services
(651) 431-6500 or Fax: (651) 297-1490

Minnesota Department of Health
(651) 215-8702 or Fax: (651) 215-8712

St. Louis County Sherriff Department
(218) 727-8770

Lake County Sherriff Department
(218) 834-8385

Carlton County Sherriff Department
(218) 384-3236

Duluth Police Department
(218) 730-5400 or 911

Use of Services

Failed Appointments

To meet the needs of people with mental and chemical health problems and to hold down costs, HDC's staff is very closely scheduled. It is essential that you keep your scheduled appointments or give us as much notice as possible if you are unable to keep your appointments.

Child Care

HDC is not able to provide childcare for younger children while you are receiving services. Therefore, we ask that you do not bring children who need supervision with you while you are seeing your health care provider.

Transportation

HDC does not provide transportation to or from its addiction services. Staff will help coordinate transportation with other HDC service providers or community resources.

HDC will rely on community emergency response team resources for all transportation needs when a client needs to be transported to the nearest hospital equipped with emergency care. This will be done by calling 911 when:

- A: The client requests to go;
- B: The client's physician recommends hospitalization;
- C: Visible signs of illness are assessed by staff and/or the client to be severe; and/or
- D: If emergency medical care is indicated by the presence of any obvious severe physical or psychiatric conditions.

Client Responsibilities

In order to assist HDC in safeguarding the rights of the client, each individual client has certain responsibilities to follow:

- A: The client has a responsibility of communicating relevant information with HDC staff. The clinician requires accurate information to adequately address the clients' presenting concerns.
- B: The client is responsible for clearly understanding his or her presenting concern to the best of their ability, and to actively participate in his or her treatment planning and programming. In cases where the client feels he or she cannot follow the planned course of treatment, it is the client's responsibility to communicate this to the clinician.
- C: The client has the responsibility to tell the clinician about any significant changes that occur between sessions.

- D: If the client feels that his or her rights are being violated, it is the client's responsibility to inform staff and/or initiate grievance procedure.
- E: The client is responsible for keeping appointments and cooperating with the staff to assure continuity of care.
- F: The client will be responsible for the performance of the agreed upon tasks that have been developed between the clinician and him or herself as part of their treatment plan.

Group Guidelines and Client Expectations

In order to gain recovery skills and promote healthy community beneficial for yourself and other group members, it is important to attend your groups when they are scheduled.

If you are experiencing difficulty with participating in the program, are unable to consistently attend programming, and may need alternative programming staff will assist you with these arrangements.

We ask clients to respect the confidentiality of everyone in your Outpatient Program. This helps to promote a sense community and safe place to share. Confidentiality will be kept by not sharing outside of program who is in the program and why they are here. Group members are asked not to share outside of your groups what was discussed in group by other group members.

We ask that you attempt to remain free from alcohol, chemicals you have abused, and any other illicit drugs throughout your treatment in the program, including evenings and weekends. We do understand the process of addiction and understand that lapses do occur but remaining free of use will allow you to obtain the most from your treatment experience and give you the chance to see how recovery is working in your life.

Group members all want to be heard during the group process and everyone is encouraged to support each other in the group setting. Group is a place of support and discovery you are here to learn about yourself and find ways to improve your life with the support of other members and staff.

Please bring your folder and My Personal Journal with you to group. Your assignments will be presented as scheduled along with group workbook assigned in My Personal Journal.

Personal attire is casual. We request that you don't wear any clothes with alcohol or chemical use references, intolerance toward others, violence themes, and clothing which is overly revealing out of respect toward others.

Cell phone are to be turned off during all groups and individual sessions due to confidentiality issues.

Tobacco Use Policy

Ingestion of nicotine is viewed as an addiction.

- 1) Smoking is prohibited in all parts of agency buildings.
- 2) Smoking by staff and clients is allowed out-of-doors only in designated areas only.
- 3) The use of smokeless tobacco within the building is prohibited. Chewing smokeless tobacco by staff and clients is allowed out-of-doors only.
- 4) The use of E-cigarettes products is also not allowed within the building and can only be used out-of-doors in designated areas only.

Denial of Service Initiation / Termination of Services

HDC will provide services to community members to the best of its ability unless there is a clearly justifiable medical, behavioral, or criminal cause for denying or terminating the relationship. In such instances, HDC will inform the client of the reasons for denial of services or service termination and assume responsibility for making an appropriate referral to an appropriate accessible community resource if continuation of services is necessary for the client's welfare. HDC will not threaten to withhold or withdrawal services as a means of obtaining cooperation from the client.

Client's presenting with co-occurring mental health and chemical dependency issues will be provided with individualized treatment plans that will provide greater flexibility for lapses, scheduling, and adhering to treatment rules and expectation to help ensure successful completion of programming. Recovery Services staff qualified as Mental Health Professionals and/or licensed as Alcohol and Drug Counselors will be responsible for all initiation and termination of services for clients.

HDC will adhere to the following reasons and procedures for denying service initiation or terminating services. All clients will be informed at intake of what situations or behaviors may constitute reason for a staff requested service termination:

A: HDC's program design may at times prevent staff from providing services or having to terminate services for individuals with severely debilitating emotional/mental disorders, individuals who are severely handicapped, or individuals who are severely developmentally delayed. In these cases, Recovery Services staff will be responsible for connecting the client to appropriate community resources. If an appropriate referral source cannot be located to meet an individual's needs, a referral will be made to Saint Louis County Health and Human Services.

B: Individuals who pose a substantial threat of physical harm to self or others that is beyond the behavioral management capabilities of staff will immediately be denied service admission and/or be terminated from services and referred law enforcement by dialing emergency 911.

C: All service terminations and denials of service initiation, which pose an immediate threat to the health of any individual or require immediate medical intervention, will be referred to the nearest medical facility capable of admitting the client by dialing emergency 911.

D: Clients will be denied service admission and/or be terminated from services due to a commitment of a crime against staff or on a license holders' property, as provided under Code of Federal Regulations, title 42, section 2.12 (c)(5), and Code of Federal Regulations, title 45, parts 160 to 164, and will be reported to a local law enforcement agency.

E: If a client presents for service initiation or treatment services under the influence of chemicals, he or she will be immediately referred to a detoxification program and may attempt reinitiating service with HDC when medically cleared and sober.

F: If a person is deemed to not need clinical services or presents as unwilling to participate in treatment despite accommodation, he or she may have services denied or terminated, and will be given a referral to an appropriate and accessible community-based alternative to meet their needs.

G: If a client is non-compliant with staff, has repeated absences that jeopardize recovery or safety, or has repeated incidents of disruptive behavior, a behavioral contract will be offered. If more than three violations of the behavioral contract occur, or if unable to comply with an attendance contract, he or she may have services denied or terminated, and will be given a referral to an appropriate and accessible community-based alternative to meet their needs.

H: HDC may deny or terminate services to individuals who have been convicted of violent sexual offenses if provision of services presents a risk for staff, clients, or community members, and will be given a referral to an appropriate and accessible community-based alternative to meet their needs.

I: If a client is found to be inappropriate or ineligible for HDC's clinical services, the clinician must inform the client of the specific rationale for service initiation rejection and offer appropriate and readily accessible community-based alternatives to meet the client needs. All denial of initiation or termination of services will be placed in the client record, documenting reasons for denial or termination of services by HDC, along with documentation of referrals made.

Referral of Services

In order to meet the specific needs of individual clients, it will at times be necessary for HDC to refer clients to other providers. This may take place when the program cannot provide an appropriate level of care, or when the client is inappropriate for clinical services but requires other services as identified in the initial service plan, assessment, and the treatment process. The conditions under which referrals are made include, but are not limited to:

- A: When the client requires a higher/lower level of care than is provided by HDC;
- B: When the client requires specialized medical care;
- C: When the client requires subsidiary services beyond those available through HDC.

HDC staff will assist the client in making initial contact with the accessible community resources to which the client is being referred by helping to identify throughout the treatment process what problem areas exist and what services may be required. HDC will require that a current and comprehensive directory of information on community resources, including contact information, be available at all times. When a referral is made, treatment staff will document in the client record at least one contact with the referral agency during the primary treatment period. A current and confidential record of referral will be maintained by HDC at all times and will include all reasons for referral and contact made with referral resource.

Discharge/Transfer from Services

All discharges, to include transfers, will be documented in the client record. The client will be involved in the development of the discharge/transfer summary whenever possible. The reason for discharge and the clinician responsible for discharging the client will be identified and documented in client file. The client will receive a copy of the discharge summary at the time of discharge. Appropriate consent to release information forms will be signed and copies of the discharge/transfer summary will be sent to referring agencies when appropriate. The following procedures will be used in all discharges, transfers, and termination of service:

A: To establish a standard of written discharge summaries, the following types and criteria of discharge will be identified:

- (1) Completed Treatment (CT) with Major Improvement, Moderate Improvement, or No Positive Change.
Successful completion of program and goals agreed upon prior to service delivery.
- (2) Partial Program Completion (PPC)

The client leaves clinical services for other non-therapeutic circumstance beyond their control prior to completion (relocation, incarceration, illness, etc.)

(3) Therapeutic Discharge (TD)

The client is discharged due to needing a higher level of care, a less restrictive form of care, or a different service configuration, and is not expected to return to the facility.

(4) Against Staff Advice (ASA)

The client verbalizes a desire to leave and does so after staff advises against the action and discusses possible consequences of discontinuation of services.

(5) Discontinued Contact (DC)

The client leaves the program without any discussion with staff.

(6) Staff Requested Termination (SRT)

The client is terminated from program services due to non-compliance, repeated incidents of disruptive behavior, threatening behavior, violent behavior, chemical use, multiple violations of a behavioral or attendance contract, committing a crime against license holder staff or property, or other reasons outlined in the Denial of Service Initiation/ Termination of Services Policy.

B: All decisions to transfer or discharge a client CT will be made by the client's primary clinician after meeting with the client and discussing his or her progress and after care plan. All discharges will be addressed on a case by case basis with the multidisciplinary team. If behavioral infractions have occurred, the infractions will be documented within the client's file.

C: During all treatment planning, the clinician will have reviewed the definition of staff approved service discharge criteria to be met by the client. The client is considered eligible for discharge when he or she meets the following conditions:

The client displays behaviors, which demonstrate:

1. The client recognizes or identifies with the severity of the disorder; the client has met all individual treatment plan objectives satisfactorily;
2. The client has insight into the symptoms of the condition, and is applying the essential coping skills necessary to cope with the disorder;
3. The client is functioning adequately in previously assessed deficiencies in the life-task areas of work, social functioning, and/or primary relationships;
4. The client and clinician have developed an aftercare plan, which addresses and sustains the client's motivation to remain in recovery; and
5. The client's discharge is rated with at least a fair prognosis.

D: In cases of ASA discharge from services, staff will first try to advise the client against

discontinuation of services, review possible consequences of discontinuation of services with the client, and ask the client to reconsider his/her discontinuation of services. When an ASA discharge does occur, the clinician will recommend alternatives that will further recovery goals and will provide accessible referral resources to the client within the community. Whenever possible, and if client's behavior warrants, the client will be given time to arrange alternate clinical treatment options. Program staff will be responsible for evaluating whether a client's behavior is a danger to self or others. Crisis procedures outlined in this policy and procedural manual are to be used if the situation dictates.

E: Those clients who leave prematurely and were not given the opportunity to discuss discharge of services with their primary clinician will have their discharge/transfer summary mailed to them. Documentation of the date mailed will be placed in the client's file.

F: In accordance with Minnesota Statutes, Sec 253B.16, prior to the discharge or provisional discharge of any committed person, the head of the treatment facility will notify the designated agency and the patient's spouse or health care agent, or if there is no spouse or health care agent, then an adult child, or if there is none, the next of kin of the client, of the proposed discharge. The notice will be sent to the client's last known address by certified mail with return receipt requested. The notice shall include the following:

- (1) the proposed date of discharge or provisional discharge;
- (2) the date, time, and place of the meeting of the staff who have been treating the client to discuss discharge and discharge planning;
- (3) the fact that the client will be present at the meeting; and
- (4) the fact that the next of kin or health care agent may attend that staff meeting and present any information relevant to the discharge of the patient. The notice will be sent at least one week prior to the date set for the meeting.

Photography or Recordings of Clients

Public areas of HDC's main office common areas are monitored by closed circuit television but are not recorded. HDC does not intend to use any audio and visual recording during the course of treatment. However, it is the policy of HDC that any recording of clients taken in the provision of treatment services will be considered a part of the client record and protected as such. Clients will be informed when their actions are being recorded in any way, and they have the right to deny any audio or visual recording without consequence.

The use of personal electronic devices is prohibited during individual or group treatment programming, except for in cases of emergency and/or with staff consent. Recordings of any kind by a client with a personal electronic device are strictly prohibited while on HDC Recovery Services premises. Failure to adhere to this policy may result in termination of services.

Comments, Complaints, or Suggestions

HDC has a Continuing Quality Improvement Program. We continually aim to make our services more user-friendly and effective. If you have any suggestions that might help us in this process, we would like to hear from you. We realize that since most of our work depends on communication and, because communication is so complex, we occasionally are going to have lapses. If we do not serve you adequately for this or other reasons, we would like you to call this to our attention. On the other hand, if we have served you especially well, we would like to hear from you about this also. We welcome any comments that you might care to make. It's fine if you wish to remain anonymous. However, if you would like a response, we'll need your name and telephone number. We guarantee your comments will be taken seriously.



HDC Recovery Services

Orientation Acknowledgement

By signing below, I am stating that I understand and agree with the following policies.

- You are allowed up to two absences in any calendar month; more than that must be approved by a supervisor to avoid discharge.
- Everyone must arrive within the first 15 minutes of the group; otherwise, they will be allowed entry only at the time the group goes on their first break.
- All active members of Recovery Services must provide for urinalysis testing twice weekly or however often the collection specialist is on site. Whichever is less frequent.

Signature_____Date_____

Client Name_____

Client Number_____

Client DOB_____