

Please read this packet carefully. It explains your rights as a client of Holding Arms L.L.C. ("Holding Arms," "we," or "us"), how we protect and use your information, and how services, communication, and payment work. If you have questions about any part of it, ask your provider. If you feel your questions are not resolved, contact us at akahin@gmail.com.

CLIENT INFORMATION

Name		Phone #		ID #	
Address		Legal Sex		Date of Birth	
City/State/Zip		Gender		PMI # (or SS#)	
Legal Guardian		Relationship		Phone #	
Emergency Contact		Relationship		Phone #	
1st Insurance		Member #		Group #	
2nd Insurance		Member #		Group #	
Service Start Date		Client Status		Reservation	
County				Tribe	

1. Client Rights

Minnesota law (Minn. Stat. § 245I.12) gives you specific rights while receiving services from a licensed provider. A copy of these rights is given to you on the day you begin services, and a copy is posted where clients can see it. **You have the right to:**

1. Every right listed in the Minnesota Patients and Residents Bill of Rights (Minn. Stat. § 144.651). A copy is provided with this packet.
2. Be free from discrimination based on age, race, color, creed, religion, national origin, sex, gender identity, marital status, disability, sexual orientation, or status with regard to public assistance, as required by the Minnesota Human Rights Act (Minn. Stat. ch. 363A).
3. Be told **before** any photograph, audio recording, or video recording is made of you, and to refuse any recording or photograph that is not for identification or supervision by Holding Arms.
4. Expect that the professionals who serve you have met the training and experience requirements of state law, and to examine public records that show their credentials.
5. Privacy as defined by rule and law (see Section 3 and our separate Notice of HIPAA Privacy Practices).
6. Access your records as provided in Minnesota Statutes §§ 144.291–144.298, including § 144.292.
7. Be free from exploitation for the benefit or advantage of a provider or staff member.
8. Refuse to provide information (if you do not provide needed information, you may not be eligible for the services you are applying for or receiving).
9. Refuse treatment or end services at any time, unless prohibited by law or court order.
10. Ask for a referral to a different provider, or seek services from another company, for any reason.



11. Information about the cost of services, your diagnosis, treatment alternatives, recommended treatments, and the estimated length and outcome of services.
12. A non-technical description and explanation of your assessment results.
13. Know who will receive your protected health information (PHI) and withdraw consent to its release (if you do not consent to release needed information, you may not be eligible for the services you are applying for or receiving).
14. Voice concerns, file a grievance, and recommend changes to policies and services, free from restraint, interference, coercion, discrimination, or reprisal, including threat of discharge.

Your responsibilities. You are responsible for taking part in developing your own service plan and for making sure you understand it to your satisfaction.

If Holding Arms ever restricts one of your rights, a mental health professional must approve the restriction and the reasons will be documented in your client file.

Services may be ended if it is determined that your provider's objectivity or effectiveness is impaired, or that you are unlikely to benefit from continued services with Holding Arms. If services end, we will offer to recommend other appropriate mental health services.

2. Grievance Procedure

You, a former client, or your authorized representative may submit a grievance at any time. We explain this procedure to you on the day you begin services, post it where clients can see it, and provide a copy on request.

1. **Submit.** Send a written grievance to Holding Arms (see the address and email at the bottom of each page), or tell a staff member, who will write it down for you. Please include what happened and the outcome you are requesting. You may also bring your grievance directly to the person with the highest level of authority in the program.
2. **Acknowledgment within 3 business days.** We will confirm in writing that we received your grievance. If you receive services through a managed care organization, this notice will also explain your separate appeal rights if a covered service is reduced, terminated, or denied.
3. **Written final response within 15 business days.** You will receive our official written response to your grievance.
4. **No retaliation.** You will not be restrained, interfered with, coerced, discriminated against, or punished, including by threat of discharge, for filing a grievance.

You may also contact these agencies at any time, with or without using our process:

Agency	Contact
MN Department of Human Services, Licensing Division	651-431-6500 · P.O. Box 64242, St. Paul, MN 55164-0242
MN Office of Ombudsman for Mental Health and Developmental Disabilities (OMHDD)	651-757-1800 or 1-800-657-3506 · Fax 651-797-1950 ombudsman.mhdd@state.mn.us · mn.gov/omhdd/client-services/how-to-file-a-complaint.jsp 121 7th Place East, Suite 420 Metro Square Building, St. Paul, MN 55101-2117
MN Department of Health, Office of Health Facility Complaints	Metro area 651-215-8713 · Greater Minnesota 1-800-369-7994 P.O. Box 64970, St. Paul, MN 55164-0970
MN Adult Abuse Reporting Center (suspected maltreatment of a vulnerable adult)	844-880-1574 (24 hours a day, 7 days a week)

Health-related licensing boards (for complaints about a specific licensed professional):



MN Board of Marriage and Family Therapy	MN Board of Social Work	MN Board of Behavioral Health & Therapy
335 Randolph Ave. #260 St. Paul, MN 55102 612-617-2220 mft.board@state.mn.us mn.gov/boards/marriage-and-family/	335 Randolph Ave. #245 Saint Paul, MN 55102 612-617-2100 social.work@state.mn.us mn.gov/boards/social-work/	335 Randolph Ave. #290 St. Paul, MN 55102 651-201-2756 bbht.board@state.mn.us mn.gov/boards/behavioral-health/

Other health-related licensing boards (for example, the Board of Nursing or Board of Psychology) may apply depending on the professional involved. Ask us if you are unsure which board to contact.

3. Notice of HIPAA Privacy Practices & Consent to Disclosure of Protected Health Information

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

Our Notice of HIPAA Privacy Practices explains how we may use and disclose protected health information about you, and lists your rights under the law. You have the right to review the Notice **before** signing this consent. The Notice may change; you may get a current copy at any time by contacting us. You have the right to ask us to restrict how your information is used or disclosed for treatment, payment, or health care operations. We are not required to agree, but if we do, we will honor that agreement.

By signing this form, you consent to our use and disclosure of your protected health information for treatment, payment, and health care operations, and for other purposes permitted or required by the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), its regulations, and the Minnesota Health Records Act (Minn. Stat. §§ 144.291–144.298), including but not limited to:

- reporting of abuse, neglect, or domestic violence, including mandated reporting of suspected maltreatment of a child or vulnerable adult
- judicial and administrative proceedings
- law enforcement purposes
- public health activities
- health oversight activities
- information about decedents
- organ, eye, or tissue donation purposes
- certain limited research purposes
- averting a serious threat to health or safety
- specialized government functions
- workers' compensation programs

You understand that:

- Protected health information may be used or disclosed for treatment, payment, health care operations, and other purposes allowed under HIPAA, including to Holding Arms' business associates as defined by HIPAA.
- Holding Arms has a Notice of Privacy Practices, you have had the opportunity to review it, and Holding Arms may change it.
- You may request restrictions on the use of your information, but Holding Arms does not have to agree to them.
- You may revoke this consent in writing at any time. A revocation does not affect disclosures already made in reliance on your consent.
- Holding Arms may condition receipt of treatment on your signing this consent for treatment, payment, and health care operations.
- This consent lasts for one year from the date you sign, or until: _____ (write an earlier date or event if you wish).

I have received a copy of the Notice of HIPAA Privacy Practices and, by signing this form, consent to the use and disclosure of my protected health information as described in it.



4. Emergency Procedures

Holding Arms provides ARMHS (Adult Rehabilitative Mental Health Services) by appointment only. **Holding Arms and its staff do not provide crisis intervention or crisis response services.** Your provider will help you develop a crisis plan as part of your services. In an emergency, call one of the following:

National resources

Police and Emergency Services	911
Suicide and Crisis Lifeline	988
Crisis Text Line	Text "home" to 741741
MN Domestic Abuse and Violence Hotline	1-866-223-1111, or text 612-399-9995

County crisis lines

Anoka	763-755-3801	Benton	320-253-5555
Carver	952-442-7601	Dakota	952-891-7171
Hennepin (Adult)	612-596-1223	Hennepin (Child)	612-348-2233
McLeod	320-864-2713	Meeker	1-800-432-8781
Ramsey	651-266-7900	Rice	1-877-399-3040
Scott	952-818-3702	Sherburne	1-800-635-8008
Sibley	1-877-399-3040	Stearns	1-800-635-8008
Washington	651-275-7400	Wright	1-800-635-8008

5. Telemedicine Consent

For your convenience, health, and safety, Holding Arms may offer telemedicine. Telemedicine means health care delivery, diagnosis, consultation, treatment, transfer of protected health information, and education using live or recorded audio, video, or data communications. It is different from in-person care and has unique risks to your privacy. **You may choose in-person services instead at any time.** By using telemedicine you acknowledge that:

1. Telemedicine is not the same as a face-to-face visit, and it may not be as effective.
2. Holding Arms will assess whether telemedicine is appropriate for the services you requested. If a different service, such as face-to-face care, would serve you better, we will give you recommendations for treatment and providers or facilities.
3. At any time, you may seek a face-to-face consultation with a health care provider instead.
4. Your provider may ask you for identifying information or a copy of an identifying document, such as a State ID, before services are provided by telemedicine.
5. Technology can fail or be interrupted. Risks include a lost or interrupted audio or video connection, audio or video that is not clear enough for the session, and unauthorized access to the connection by electronic tampering. If any of these occur, the session may end.
6. If you are disconnected during a session, try to reconnect within 5 minutes. If you cannot, contact your provider at the number they gave you, or contact Holding Arms at the email shown at the bottom of each page.
7. Holding Arms uses reasonable security measures for electronic communications, but limitations exist. Electronic transmissions may be kept in the logs of service providers and could, in theory, be read by their system administrators.



8. If other professionals are brought in during a session (for example, for a health consult or technical support), they are bound to keep any PHI they learn confidential.
9. Any person you invite to a session is not bound by our confidentiality obligations, and your confidentiality may be affected.

Recording. Neither you nor your provider will record any part of a session unless you and Holding Arms agree in writing. You have the right to be told before any recording is made and to refuse it, as stated in Section 1.

6. Other Electronic Communication

Holding Arms may use voicemail, text messaging, and email **only to schedule or change appointments and to share other non-PHI information**. Health-related questions will not be answered by these methods and will be handled during your next session. Please do not send PHI or treatment information by text or email. Risks of these methods include:

- They are not secure. Others may read them because of user error, or a third party by error or on purpose.
- Messages containing PHI can be forwarded to third parties by mistake or on purpose.
- Copies may remain on servers and devices that neither you nor we can delete.
- They may not be treated as part of your medical record and could be open to discovery in legal proceedings.
- They are not immediate. Do not rely on them for urgent messages; use the emergency numbers in Section 4.
- Digital information can be altered or falsified and can be affected by technical failure.

My communication choices (check all that apply):

☐ Phone call	☐ Text message	☐ Email	☐ Voicemail
Preferred contact:		Best times:	

By signing this document, I acknowledge that I have reviewed the risks above and that other risks may exist. I authorize Holding Arms to provide telemedicine and to communicate with me by the methods I checked. I may revoke this authorization at any time by written notice to Holding Arms; revocation is not effective for actions already taken in reliance on it. I understand Holding Arms cannot prevent re-disclosure of information after it has been properly released to a third party. I have been given a satisfactory explanation of the technology that will be used, how to use it, and its risks. I have read this form, or had it read to me and explained in a language I can understand.

7. Payments and Health Insurance

1. Services are usually paid for through insurance, a county contract, private pay, or a combination. Where services are provided under an agreement with a government or other agency, there may be no cost directly to you.
2. If you have Medical Assistance (Minnesota Health Care Programs) or another public program, Holding Arms will bill the program for covered services and will not bill you for the covered amount, except as permitted by law.
3. Many insurance plans cover outpatient mental health services. It is your responsibility to check your coverage. Authorization by your insurer does not guarantee payment. If a commercial insurer refuses payment, you may be responsible for the bill.
4. Holding Arms will submit claims to your insurance company and receive payment directly from them. Copays, deductibles, and co-insurance that apply to your plan are due at the time of service. Cash, credit cards, and personal checks are accepted.
5. When you make an appointment, we hold that time for you. Please keep your appointment or give at least 24 hours' notice of cancellation. For individuals covered by commercial insurance (and others as permitted by law), missed appointments and cancellations with less than 24 hours' notice may result in a charge that insurance does not cover. Charges are not applied where the law does not allow them, including for Medical Assistance recipients.
6. Please leave all messages about business concerns, including cancellations, with your provider or at the email shown below. Staff will return messages within 48 business hours.



8. ARMHS Transportation Notice

ARMHS is provided in the community, and you may use public or private transportation to get to sessions. **Transportation is not an ARMHS service.** Holding Arms does not direct or arrange your transportation, and you are responsible for the transportation you arrange, including getting safely to your destination. Any ride offered by an individual staff member outside Holding Arms policy is not at Holding Arms' direction.

9. Acknowledgment and Signatures

By signing below, I acknowledge that I understand, agree to, and have received a copy of Holding Arms' policies for Client Rights, Grievance Procedure, Notice of HIPAA Privacy Practices, Telemedicine Consent, Electronic Communication Consent, Emergency Procedures, Payments and Health Insurance, and the ARMHS Transportation Notice. **Please initial each item you agree to:**

	Client Rights (including the Minnesota Patients and Residents Bill of Rights)
	Grievance Procedure
	Notice of HIPAA Privacy Practices and Consent to Disclose
	Telemedicine Consent
	Electronic Communication Consent
	Emergency Procedures
	Payments and Health Insurance
	ARMHS Transportation Notice

This authorization expires one year from the date of the client/legal guardian's signature, unless a different date is written here:

Alternate Expiration Date			
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Client / Legal Guardian		Date	
Signature		Relationship (if guardian)	

☐ Client/LG gave verbal authorization to the witness			
☐ Client/LG refused or was unable to sign. Explain:			

Witness (staff)		Date	
Signature		Title	

FOR HOLDING ARMS USE — Day-of-admission documentation

☐ Copy of client rights given to client	☐ Grievance procedure explained	☐ Copy of HIPAA Notice given
Date given: _____	Staff initials: _____	Client received copy of this packet: ☐ Yes