



# CLIENT HANDBOOK

WellStone is North Alabama's largest and most comprehensive behavioral healthcare provider. We treat children, adolescents and adults who face mental illness, substance abuse and a broad range of obstacles to health and well-being. Our team works with you, with your medical providers and across our own programs to connect you to counseling, training and resources to restore hope.

This handbook is designed to help you learn more about the services that are available to you and how we can help you. Learn more about your rights, and payment options, as well as our values, policies, and mission. Most importantly, find out how we will be there for you when you need it most. Count on us to be confidential, supportive, and solution-oriented. Thank you for choosing WellStone to support your journey to well-being.

## Our Mission and Vision

WellStone exists to restore hope and healthy living by providing comprehensive behavioral health services in the community.

## Our Values

**Caring:** We are compassionate toward those impacted by behavioral health disorders.

**Committed:** We are dedicated to one another through collaboration and teamwork.

**Can-Do:** We are optimistic problem-solvers who do what it takes to get the job done.

## Emergencies

If you have a mental health-related emergency in the evening, on a weekend or holiday, there are several 24/7 options available for help.

**Suicide and Crisis Lifeline Call or Text 988**

**WellStone Emergency Services 256 705-6444**

**Madison County Adult Mobile Crisis Team 256 947-2065**

**Madison County Child and Adolescent Mobile Crisis Team 256 947-4013**

## Non-Emergency Communication

Problems that are not emergencies should be discussed with your regular therapist during your scheduled appointments. Non-emergency messages can also be sent through the myHealthpointe patient portal (See below).

## Sign up for our myHealthPointe app!

- **Message your care team**
- **Request appointments**
- **Check future appointments**
- **Review medication and other information**

**Step 1:** Email myhpcareteam@wellstone.com Just say “I want the app” Make sure and include the client’s name and birthdate. You will receive a “Welcome” email that includes your User ID and Validation Code.

**Step 2:** Follow the steps in your Welcome email. Download the myHealthPointe mobile app from the Apple App Store or Google Play Store. Don't own a phone? Choose the web browser link located at the bottom of the email.

**Step 3:** After you have downloaded the app. Click the registration link in your Welcome email.

## Services Available (see [wellstone.com](http://wellstone.com))

WellStone provides a wide range of services for all ages. From traditional counseling and psychiatric services in our offices, to in-home services for serious mental health needs.

Crisis services include a Crisis Diversion Center which is available for walk-ins and there are also mobile crisis teams which can respond to homes in Madison and Cullman counties.

Substance Use Disorder programs are available with various levels of care from a residential rehabilitation program to outpatient appointments. Medication assisted treatment is also available.

## Appointments

Your appointment time has been reserved specifically for you, and it is important that you keep all scheduled appointments. If you become ill or find you cannot come to your appointment, please call WellStone at **256-734-4688** Monday through Friday, between 8 a.m. and 5 p.m. as far in advance as possible to cancel or reschedule your appointment. It is very important to call us at least 24 hours in advance of your scheduled appointment so we can schedule other appointments.

In an effort to maintain the medical providers' schedules to the best of our ability, WellStone has a Late Arrival Policy. A client who is more than five minutes late to their medical appointment will have two options:

1. The client can wait on their medical provider to work them in again on the schedule (which can be done **only if another client cancels or does not show** for an appointment); however, there is **NO guarantee** that an opening will become available.
2. The client can reschedule their appointment for a later date and time. The client will receive an appointment based on the next available opening to the medical provider's schedule.
3. The client can reschedule their appointment for a later date and time. The client will receive an appointment based on the next available opening to the medical provider's schedule.

### Client Responsibilities

As our client, we ask you to:

- Provide, to the best of your knowledge, accurate and complete information regarding your medical history, including present and past illnesses, medications (both prescription and nonprescription), hospitalizations, etc.
- Inform WellStone staff of any changes in your physical health, the medication you are taking or your contact information.
- Be responsible for the consequences of your actions should you refuse treatment or do not follow the recommendations of your WellStone therapist or psychiatrist.
- Protect the confidentiality of other WellStone clients by not disclosing their name or any information that they share.
- Attend all scheduled appointments and activities.

- Take medication exactly as prescribed by the psychiatrist and immediately report any side effects or other problems associated with your medication. Also, be sure to ask the doctor or nurse any questions you have about your medication.
- Be considerate and respectful of other clients, staff, and WellStone visitors.
- Treat others the way you want to be treated.
- Be respectful of WellStone property by not vandalizing or destroying it any way and the property of others by not taking things that do not belong to you.
- Participate in planning, implementing, and following through with your Treatment Plan realizing that the more effort you give, the more likely you are to see improvements.
- Ask questions when you don't understand treatment, instructions, etc.
- Cooperate with drug / alcohol screening as needed. Please note that no client will be dismissed from a program because of one positive drug screen.

### Client Appeals

You have the right to appeal decisions about your care and treatment at WellStone. If you are dissatisfied with treatment recommendations and/or decisions, you may appeal the decision. The following procedures are in place for client appeals:

- A client may appeal a decision through his/her therapist. He/she should call and schedule an appointment with his/her therapist to do this.
- In some instances, such as being discharged from a group, a client may be required to appeal a decision through the clinical team. In this case, the client must call and schedule an appeal appointment.
- If a client is still not satisfied, he/she has the right to schedule an appointment with the Program Manager to further appeal the decision.
- You may further appeal decisions through the Chief Clinical Officer and the Chief Executive Officer at WellStone.

Additionally, all clients have the right to contact the Consumer Advocate:

State of Alabama Department of Mental Health  
Office of Advocacy Services RSA Union Building  
100 N. Union Street PO Box 301410  
Montgomery, AL 36130  
1-800-367-0955

## Client Satisfaction

If you are not satisfied with services you receive at WellStone and cannot resolve the problem with your therapist, their supervisor, or Division Director, call **(256) 533-1970** and ask for the Chief Executive Officer or designated staff to assist in resolving the problem. It is our intention to solve all problems satisfactorily and within a reasonable time.

## CONSENT FOR TREATMENT

The "I" and "my" in the language below refers to the person who will receive treatment or services from WellStone. If the person who is to receive treatment or services is a minor child under the age of 14, an adult with legal authority to consent to treatment or services for the minor child should read and complete this form and should indicate the name of the minor child in the space below. By signing this form, the adult is indicating that they consent to treatment and services for the minor child or incapacitated adult as indicated in this form and represents that, to the best of the agreeing adult's knowledge; the adult has legal authority to consent to such treatment or services on behalf of the minor child or incapacitated adult. If the legal authority to consent to treatment and services for the minor child or incapacitated adult is pursuant to a Power of Attorney or Legal Guardianship, please provide a copy of these documents within fourteen days of signing this form.

I agree to treatment by WellStone, which may include intervention by a psychiatrist, nurse, therapist, case manager or another appropriate direct patient care provider on the center staff. I understand that I may need some form of testing in order to be treated with medication. I understand that I may need to be treated with medication that has potential benefit for my present condition. I realize, however, that some medications may result in certain side effects. A member of the medical staff will explain the common potential side effects of this medication to me. If a drug company-sponsored client assistance program exists and is appropriate for my medication(s), I understand WellStone staff may assist me in completing and submitting an application for such a program. WellStone staff may submit prior authorizations to ensure third party coverage of prescribed medications. I may be subject to random drug screens as indicated by a Mental Health Professional.

### CONFIDENTIALITY:

I understand that information concerning my treatment will be held in confidence by WellStone unless I give specific written consent for the release of specific information. WellStone is permitted to make disclosures of Protected Health Information (PHI) for treatment, payment and health care operations. In case of an emergency, WellStone is authorized to request or release information necessary to resolve the immediate crisis. This includes the Alabama Health Information Exchange "One Health Record" The HIE allows doctors, nurses, pharmacists, other health care providers to securely share a patient's vital medical information electronically. Your patient record will include your medications, vaccinations, allergies, current and past test results, and summaries of your past and current health problems. It will not include psychotherapy notes or other information that requires your specific authorization to release under federal law. The purpose is to improve patient care by making sure doctors, hospitals and other health care providers have a complete and recent picture of your health when and where it is needed for your

treatment or care. To opt out of One health record, go to

<https://www.onehealthrecord.alabama.gov/Content/uploads/Patient-OptOut>

WellStone is required to submit statistical data (clients name not included) to the State Department of Mental Health. In addition, those designated as homeless or enrolled in alternative sentencing programs through the local court system shall have identifying data submitted to a required database (HMIS- Homeless Management Information System and/or MIDAS-Model Integrated Access System). When another agency or insurance company pays for my services, that agency or insurance company has a right to verify services rendered and to obtain necessary information to pay for my services; such information will be held in confidence under the guidelines of the agency. I understand that WellStone will maintain my medical chart as an Electronic Medical Record and that my WellStone physician may issue a medication prescription and order lab work in writing, by fax, by telephone, or by electronic transmission.

## Patient Statement of Rights and Protection

As a client of WellStone, you have a right to:

1. Considerate, respectful, humane, adequate & appropriate care from our staff in a safe environment, at all times and under all circumstances.
2. Regardless of the recipient's age, race, color, creed, religion, handicap, disability, national origin, language preference, sex, sexual orientation, gender identity, ability to pay, social status, degree of psychiatric stability, or residence except as provided in the admission and Program Description criteria. WellStone will not discriminate in the provision of services to an individual because payment for those services would be made under Medicare, Medicaid, or the Children's Health Insurance Program (CHIP)
3. Receive accurate, easily understood information at all times during every aspect of service delivery to facilitate the decision making process regarding treatment.
4. The provision of services in a manner that is responsive to and respectful to your unique characteristics, needs, abilities, and language of preference.
5. Confidentiality of all information both inside/outside of the treatment setting and access to consumer records, with the possibility of some restrictions on limits of information. The option to give or withhold informed consent and to receive copies of any informed consents authorized.
6. Access to complaint/grievance procedures for dispute resolutions.
7. Statement of applicable charges/fees, consequences for non-payment and limitations on duration of services.
8. Be informed of the need for parental or guardian consent for treatment, if appropriate.
9. Be fully informed, on an individual basis concerning services provided, and to have information presented in a setting and in language appropriate to the consumer's condition and ability to understand.
10. Participation in research or experimentation projects, and to give informed consent prior to being involved.
12. Access to courts and attorneys to enforce rights through appropriate processes.
13. Be informed of outpatient commitment, requirements and length of commitment, and to receive appropriate services subsequent to commitment.

14. The availability of an adequate number of competent, qualified clinical staff to ensure appropriate implementation of your service plan.
15. Refuse services without reprisal except as permitted by law.
16. Be informed of accessing rights protection.
17. Be free of neglect, mistreatment, humiliation, punishment, physical or psychological abuse, sexual abuse, harassment, physical or verbal threats, exploitation, coercion or fiduciary abuse.
18. Be notified of and give informed consent for the use of specialized equipment such as cameras, two-way mirrors, etc.
19. Report without fear or retribution, any instances of perceived abuse, neglect or exploitation.
21. Personal liberty and the same general rights as any citizen of the U.S. and the state of Alabama.
22. Ask about therapist's qualifications and express preferences regarding the selection of the service provider(s).
23. Be informed of the person who has the primary responsibility for your care.
24. Participate fully in all decisions related to the treatment and care provided.
25. The provision of care as according to accepted clinical practice standards within the least restrictive and most accommodating environment possible.
26. Be informed of the nature of possible significant adverse effects of the recommended treatment, including any appropriate and available alternative treatments, services and/or providers.
27. Be informed of any potential restriction of rights that may be imposed.
28. Be informed of all program rules, responsibilities prior to the initiation of care and consequences for non-compliance.

Residential clients also have the following rights:

1. Privacy of mail, telephone communications and visitors;
2. To adequate food and shelter; and
3. To access medical and dental services.

Acute Care clients also have the following rights, as applicable:

1. The right to be informed of orders outlined in the commitment, when applicable.
2. The right to be informed of the reason(s) for administration of restraint, seclusion and/or any other intrusive treatment as ordered by a licensed independent practitioner.
3. The right to have access to and privacy of mail, telephone communications, and visitors unless legally restricted.
4. The right to inclusion in the community with appropriate and adequate supports, on completion of or in conjunction with the terms of commitments.

If you are not satisfied with services you receive at WellStone and cannot resolve the problem with your therapist, their supervisor, or the Division Director, you may call (256) 533-1970 and ask for the Executive Director or designated staff to assist in resolving the problem. It is our intention to solve all problems satisfactorily and within a reasonable time. If you believe your Rights have been violated, you have the right to contact the Alabama Mental Health Advocate at 1-800-367-0955.



**WELLSTONE SLIDING FEE SCHEDULE 2024**

Slide	A	B	C	D	E
Poverty Level	≤ 100%	>100% - ≤ 134%	>134% - ≤ 175%	>175% - ≤ 200%	>200%
	Nominal Fee	Sliding Fee	Sliding Fee	Sliding Fee	Full Fee
Psychosocial Assessment	\$20	\$30	\$50	\$75	\$200
SUD Assessment	\$20	\$30	\$50	\$80	\$200
Psychiatric Assessment	\$20	\$30	\$50	\$80	\$180
Psychiatry Follow Up (Per 15 min)	\$20	\$25	\$30	\$45	\$66.25
Individual or Group Therapy	\$20	\$25	\$30	\$35	30min = \$87.50 45 min = \$115 60 min = \$165
Nurse Injections	\$10	\$12	\$15	\$20	\$25

**ANNUAL INCOME**

Slide	A		B		C		D		E
Number in Family	From	To	From	To	From	To			at or above the amount listed below
1	\$0	\$15,060	\$15,601	\$20,330	\$20,331	\$26,354	\$26,355	\$30,120	\$30,121
2	\$0	\$20,440	\$20,441	\$27,593	\$27,594	\$35,769	\$35,770	\$40,880	\$40,881
3	\$0	\$25,820	\$25,821	\$34,856	\$34,857	\$45,184	\$45,185	\$51,640	\$51,641
4	\$0	\$31,200	\$31,201	\$42,119	\$42,120	\$54,599	\$54,600	\$62,400	\$62,401
5	\$0	\$36,580	\$36,581	\$49,382	\$49,383	\$64,014	\$64,015	\$73,160	\$73,161
6	\$0	\$41,960	\$41,961	\$56,645	\$56,646	\$73,429	\$73,430	\$83,920	\$83,921
7	\$0	\$47,340	\$47,341	\$63,908	\$63,909	\$82,844	\$82,845	\$94,680	\$94,681
8	\$0	\$52,720	\$52,721	\$71,171	\$71,172	\$92,259	\$92,260	\$105,440	\$105,441

For families with more than 8 persons, add \$5,380 for each additional person

**MONTHLY INCOME**

Slide	A		B		C		D		E
Number in	From	To	From	To	From	To	From	To	at or above the amount
1	\$0	\$1,255	\$1,255	\$1,694	\$1,694	\$2,196	\$2,196	\$2,510	\$2,510
2	\$0	\$1,703	\$1,703	\$2,299	\$2,300	\$2,981	\$2,981	\$3,407	\$3,407
3	\$0	\$2,152	\$2,152	\$2,905	\$2,905	\$3,765	\$3,765	\$4,303	\$4,303
4	\$0	\$2,600	\$2,600	\$3,510	\$3,510	\$4,550	\$4,550	\$5,200	\$5,200
5	\$0	\$3,048	\$3,048	\$4,115	\$4,115	\$5,335	\$5,335	\$6,097	\$6,097
6	\$0	\$3,497	\$3,497	\$4,720	\$4,721	\$6,119	\$6,119	\$6,993	\$6,993
7	\$0	\$3,945	\$3,945	\$5,326	\$5,326	\$6,904	\$6,904	\$7,890	\$7,890
8	\$0	\$4,393	\$4,393	\$5,931	\$5,931	\$7,688	\$7,688	\$8,787	\$8,787

For families with more than 8 persons, add \$448.33 for each additional person

Based on the 2024 Poverty Guidelines for the 48 Contiguous States and the District of Columbia, source HHS



## FINANCIAL AGREEMENT

### THIS IS A DIRECT ASSIGNMENT OF MY RIGHTS AND BENEFITS UNDER INSURANCE POLICY

I hereby instruct and direct my Insurance Company to pay **WellStone**, the insurance portion of the total charges for the professional services rendered. I also authorize **WellStone**, to deposit checks made payable to me. This payment will not exceed my indebtedness to the above-mentioned assignee, and I have agreed to pay, in a current manner, any balance of said professional service charges over and above this insurance payment in accordance with allowable charges. I understand that if my insurance company does not pay the fee for services for any reason, I am responsible for these fees. A fee schedule is available upon request. A photocopy of this assignment shall be considered as effective and valid as the original.

I authorize any holder of medical or other information about me to release to the Social Security Administration, Health Care Financing Administration, its' intermediaries or carriers, or any other third-party payors any information needed for this claim or a related Medicare claim. I permit a copy of this authorization to be used in place of the original, and request payment of medical insurance benefits to the party who accepts assignment. I understand it is mandatory to notify the health care provider of any other party who may be responsible for paying for my treatment (Section 1128B of the Social Security Act and 31 U.S.C. 3801-3812 provides penalties for withholding this information). Regulations pertaining to Medicare assignment and /or Medicaid assignment of benefits also apply.

I understand that I am required to maintain my account in a current status. Collection procedures may be initiated through a collection agency for failure to pay. I will be required to provide proper insurance information to **WellStone** and failure to do so may result in failure to collect from the insurance company. I authorize **WellStone** to initiate a complaint to the Insurance Commissioner for any reason on my behalf.

I understand that unless I have insurance or other payer sources,

**my fees are based on my annual income (\$ \_\_\_\_\_)**

**and the total number of dependents on that income (\_\_\_\_\_).**

**\_\_\_\_\_ Client/Guardian declines to provide requested income and/or family size information. Sliding Fee Scale will not be applied at this time.**

I understand that I will have to verify my income to receive a reduced fee rate. I understand that providing false financial information, which constitutes fraud and may be punishable by law, will result in my not being eligible for a reduced fee rate. Payment of my bill is considered part of my treatment and full payment is due at the time of service. We accept cash, checks, or any major credit card.

This agreement relates to all services provided directly by WellStone. All other healthcare services provided outside of WellStone are charged directly to the individual. Adult clients are responsible for full payment of fees or co-pay at time of service. In the case of minor clients, the parents (or legal guardian) of the minor are responsible for payment.

# Handbook Signature Page

**FINANCIAL AGREEMENT:**

I affirm agreement with the financial statements.

**CONSENT FOR FOLLOW-UP:**

I may be contacted during my treatment or for aftercare follow-up concerning the service(s) I receive/received at WellStone to help evaluate program and treatment effectiveness. If I am contacted after my treatment at the center, it will be within one year of my discontinuation of services.

**CLIENT HANDBOOK:**

I have received a copy of the Client Handbook, which includes, the Sliding Fee Scale, Financial Agreement, Advocacy Information, Grievance Procedures, Notice of Privacy Practices. The contents of these documents have been reviewed with me.

**CLIENT RIGHTS AND PROTECTION:**

I have reviewed this document and have been given a copy of my rights, the grievance procedure, and state advocacy information.

\_\_\_\_\_  
Client/Legal Guardian Signature:

\_\_\_\_\_  
Date:

\_\_\_\_\_  
Staff/Witness Signature:

\_\_\_\_\_  
Date:

# NOTICE OF PRIVACY PRACTICES

*Effective Date: 09/18/2013*

**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.**

## **OUR PLEDGE REGARDING MEDICAL INFORMATION:**

We understand that medical information about you and your health is personal. We are committed to protecting medical information about you. We create a record of the care and services you receive at WellStone Behavioral Health. We need this record to provide you with quality care and to comply with certain legal requirements. This notice applies to all of the records of your care generated by the WellStone Behavioral Health. This notice will tell you about the ways in which we may use and disclose medical information about you. We also describe your rights and certain obligations we have regarding the use and disclosure of medical information. We are required by law to: make sure that medical information that identifies you is kept private; give you this notice of our legal duties and privacy practices with respect to medical information about you; notify affected individuals following a breach of certain unsecured medical information; and follow the terms of the notice that is currently in effect.

## **HOW WE MAY USE AND DISCLOSE MEDICAL INFORMATION ABOUT YOU.**

The following categories describe different ways that we use and disclose medical information. Not every use or disclosure in a category will be listed. However, all of the ways we are permitted to use and disclose information will fall within one of the categories.

**For Treatment and Treatment Alternatives.** We may use and disclose medical information about you to provide you with medical treatment or services. Individuals and programs within WellStone Behavioral Health may share health information about you to coordinate the services you may need. We may use and disclose your medical information to tell you about or recommend possible treatment options or alternatives that may be of interest to you.

**For Payment.** We may use and disclose medical information about you so that the treatment and services you receive through WellStone Behavioral Health may be billed to and payment may be collected from you, an insurance company or a third party. We may also tell your health plan about a treatment you are going to receive to obtain prior approval or to determine whether your plan will cover the treatment.

**For Routine Health Care Operations.** We may use and disclose medical information about you for WellStone Behavioral Health's routine operations. These uses and disclosures are necessary to run WellStone Behavioral Health and make sure that all of our clients receive quality care. We may also combine the medical information we have with medical information from other entities to compare how we are doing and see where we can make improvements in the care and services we offer. We may remove information that identifies you from this set of medical information so others may use it to study health care and health care delivery without learning who the specific patients are.

**Individuals Involved in Your Care or Payment for Your Care.** We may release medical information about you to a friend or family member who is involved in your medical care, provided that such information is directly relevant to such person's involvement with your medical care. We may also give information to someone who helps pay for your care, provided that such information is directly relevant to payment for your medical care. In addition, we may disclose medical information about you to an entity assisting in a disaster relief effort so that your family can be notified about your condition, status and location. However, you may object to such uses and disclosures and, as described below, you have the right to request a restriction or limitation on the medical information used or disclosed by us.

**Appointment Reminders and Health-Related Benefits and Services** We may use and disclose medical information to contact you as a reminder that you have an appointment for treatment at WellStone Behavioral Health. We may use and disclose medical information to tell you about health-related benefits or services that may be of interest to you.

**Research.** Under certain circumstances, we may use and disclose medical information about you to researchers. While most clinical research studies require specific patient consent, there are some instances where patient authorization is not required.

**Fundraising Activities.** We may use medical information about you to contact you in an effort to raise money for WellStone Behavioral Health. We only would release contact information such as your name, address and phone number and the dates you received treatment or services at WellStone Behavioral Health. If you do not want WellStone Behavioral Health to contact you for fundraising efforts, you must notify the Privacy Officer in writing. .

**Business Associates.** There are some services provided at WellStone Behavioral Health through contracts with business associates. Examples include consultants, accountants, lawyers and third- party billing companies. When these services are contracted, we may disclose your health information to our business associate so that they can perform the job we've asked them to do. To protect your health information, however, we require the business associate to appropriately safeguard your information.

**As Required By Law.** We will disclose medical information about you when required to do so by federal, state or local law.

**Public Health Activities.** We may disclose medical information about you to public health or legal authorities charged with preventing or controlling disease, injury, or disability. For example, we are required to report the existence of a communicable disease, such as tuberculosis, to the Alabama Department of Public Health to protect the health and well-being of the general public. We may disclose medical information about you to individuals exposed to a communicable disease or otherwise at risk for spreading the disease. We may disclose medical information to an employer if the employer requires the healthcare services to determine whether you suffered a work-related injury. This includes the Alabama Health Information Exchange "One Health Record" The HIE allows doctors, nurses, pharmacists, other health care providers to securely share a patient's vital medical information electronically. Your patient record will include your medications, vaccinations, allergies, current and past test results, and summaries of your past and current health problems. It will not include psychotherapy notes or other information that requires your specific authorization to release under federal law. The purpose is to improve patient care by making sure doctors, hospitals and other health care providers have a complete and recent picture of your health when and where it is needed for your treatment or care. To opt out of One health record, go to <https://www.onehealthrecord.alabama.gov/Content/uploads/Patient-OptOut>

**Victims of Abuse, Neglect or Domestic Violence.** We are required to report child, elder, and domestic abuse or neglect to the State of Alabama.

**Health Oversight Activities.** We may disclose medical information to a health oversight agency for activities authorized by law. These oversight activities include, for example, audits, investigations, inspections, and licensure. These activities are necessary for the government to monitor the health care system, government programs, and compliance with civil rights laws.

**Lawsuits and Disputes.** If you are involved in a lawsuit or a dispute, we may disclose medical information about you in response to a court or administrative order. We may also disclose medical information about you in response to a subpoena, discovery request, or other lawful process by someone else involved in the dispute, but only if efforts have been made to tell you about the request or to obtain an order protecting the information requested. We may disclose medical information for judicial or administrative proceedings, as required by law.

**Law Enforcement.** We may release medical information for law enforcement purposes as required by law, in response to a valid subpoena, for identification and location of fugitives, witnesses or missing persons, for suspected victims of crime, for deaths that may have resulted from criminal conduct and for suspected crimes on the premises.

**Coroners, Medical Examiners and Funeral Directors.** We may release medical information to a coroner or medical examiner. We may also release medical information to funeral directors as necessary to carry out their duties.

**Organ and Tissue Donation.** If you are an organ donor, we may use or release medical information to organizations that handle organ procurement or other entities engaged in procurement, banking or transportation of organ, eye or tissue to facilitate organ or tissue donation and transplantation.

**To Avert a Serious Threat to Health or Safety.** We may use and disclose medical information about you when necessary to prevent a serious threat to your health and safety or the health and safety of the public or another person. Any disclosure, however, would only be to someone able to help prevent the threat.

**Military and Veterans.** If you are a member of the armed forces, we may release medical information about you as required by military command authorities. We may also release medical information about foreign military personnel to the appropriate foreign military authority.

**National Security and Intelligence Activities.** We may release medical information about you to authorized federal officials for intelligence, counterintelligence, and other national security activities authorized by law.

**Protective Services for the President and Others.** We may disclose medical information about you to authorized federal officials so they may provide protection to the President, other authorized persons or foreign heads of state or conduct special investigations.

**Workers' Compensation.** We may release medical information about you for workers' compensation or similar programs.

**Inmates or Individuals in Custody.** If you are an inmate of a correctional institution or under the custody of a law enforcement official, we may release medical information about you to the correctional institution or law enforcement official.

**Use and Disclosure of Psychotherapy Notes, Use of Medical Information for Marketing, and Sale of Medical Information.** In general, with few exceptions, unless you provide written authorization, we will not use or disclose your psychotherapy notes (except where permitted or required by law), we will not use or disclose your medical information for marketing purposes, and we will not sell your medical information.

**Other Uses and Disclosures.** Any other uses and disclosures will be made only with your written authorization.

#### **YOUR RIGHTS REGARDING MEDICAL INFORMATION ABOUT YOU.**

Although all records concerning your treatment obtained at WellStone Behavioral Health are the property of WellStone Behavioral Health, you have the following rights regarding medical information we maintain about you:

**Right to Inspect and Copy.** You have the right to inspect and copy medical information that may be used to make decisions about your care. Usually, this includes medical and billing records, but does not include psychotherapy notes.

To inspect and copy medical information that may be used to make decisions about you, you must submit your request in writing on the required form to the Health Information Department. If you request a copy of the information, we will charge a fee for the costs of copying, mailing or other supplies associated with your request. If the information you request is maintained electronically, and you request an electronic copy, we will provide a copy in the electronic form and format you request, if the information can be readily produced in that form and format. If the information cannot be readily produced in that form and format, we will work with you to come an agreement on form and format.

We may deny your request to inspect and copy in certain very limited circumstances. If you are denied access to medical information, you may request that the denial be reviewed. The person conducting the review will not be the person who denied your request. We will comply with the outcome of the review.

**Right to Amend.** If you feel that medical information we have about you is incorrect or incomplete, you may ask us to amend the information. You have the right to request an amendment for as long as the information is kept by or for the entity.

To request an amendment, your request must be made in writing on the required form and submitted to the Privacy Officer. In addition, you must provide a reason that supports your request. We may deny your request for an amendment if it is not in writing or does not include a reason to support the request. In addition, we may deny your request if you ask us to amend information that: was not created by us, unless the person or entity that created the information is no longer available to make the amendment; is not part of the medical information kept by or for the entity; is not part of the information which you would be permitted to inspect and copy; or is accurate and complete.

**Right to an Accounting of Disclosures.** You have the right to request an "accounting of disclosures." This is a list of certain disclosures we made of medical information about you. To request this list or accounting of disclosures, you must submit your request in writing to the Privacy Officer. Your request must state a time period which may not be longer than six years and may not include dates before April 14, 2003. Your request should indicate in what form you want the list (for example, on paper, electronically). The first list you request within a 12 month period will be free. For additional lists, we may charge you for the cost of providing the list. We will notify

you of the cost involved and you may choose to withdraw or modify your request at that time before any costs are incurred.

**Right to Request Restrictions.** You have the right to request a restriction or limitation on the medical information we use or disclose about you for treatment, payment or health care operations. You also have the right to request a limit on the medical information we disclose about you to someone who is involved in your care or the payment for your care, like a family member or friend.

***Except as described below, we are not required to agree to your request.*** However, if we do agree, we will comply with your request, unless the information is needed to provide you emergency treatment or disclosure is required by law. We will comply with any restriction request if (1) except as otherwise required by law, the disclosure is to a health plan for purposes of carrying out payment or health care operations (and is not for purposes of carrying out treatment); and (2) the information pertains solely to a health care item or service for which the health care provider involved has been paid out-of-pocket in full. We are not responsible for notifying subsequent health care providers of your request for restrictions on disclosures to health plans for those items and services, so you will need to notify other providers if you want them to abide by the same restriction.

To request restrictions, you must make your request in writing to the Privacy Officer. In your request, you must tell us (1) what information you want to limit; (2) whether you want to limit our use, disclosure or both; and (3) to whom you want the limits to apply, for example, disclosures to your spouse.

**Right to Request Confidential Communications.** You have the right to request that we communicate with you about medical matters in a certain way or at a certain location. For example, you can ask that we only contact you at work or by mail.

To request confidential communications, you must make your request in writing to the Privacy Officer. We will not ask you the reason for your request. We will accommodate all reasonable requests. Your request must specify how or where you wish to be contacted.

**Right to Revoke Authorization.** You have the right to revoke your authorization to use or disclose your medical information except to the extent that action has already been taken in reliance on your authorization.

**Right to Be Notified of a Breach.** You have the right to be notified in the event that we discover a breach of your unsecured protected health information, as defined under federal law.

**Right to a Paper Copy of This Notice.** You have the right to a paper copy of this notice. You may ask us to give you a copy of this notice at any time. Even if you have agreed to receive this notice electronically, you are still entitled to a paper copy of this notice. To obtain a paper copy of this notice, contact the Privacy Officer.

**Confidentiality of Alcohol and Drug Abuse Records.** The confidentiality of alcohol and drug abuse records maintained by this organization is protected by federal law and regulations. Generally, the program may not communicate to anyone outside the program that a specific individual attends the program, or disclose any information identifying a specific individual as an alcohol or drug abuser unless one of the following conditions is met: the individual consents to it in writing; the disclosure is allowed by a court order; the disclosure is made to medical personnel in a medical emergency or to qualified personnel for program evaluation. Violation of the federal law and regulations by a program is a crime. Suspected violation may be reported to the appropriate authorities in accordance with federal regulations.

**Potential Impact of State Law.** In some situations, state privacy laws may provide additional protections for your medical information that we use and disclose. For example, Alabama law may provide greater protections to medical information related to certain mental health records that we must comply with.

**CHANGES TO THIS NOTICE** We reserve the right to change this notice. We reserve the right to make the revised or changed notice effective for medical information we already have about you as well as any information we receive in the future. We will post a copy of the current notice in MHC facilities.

**FOR MORE INFORMATION OR TO REPORT A PROBLEM** If you have questions and would like additional information, you may contact the Privacy Officer at 256-533-1970. If you believe that your privacy rights have been violated, you may submit a written request to the WellStone Behavioral Health Privacy/Security Officer. You may also file a complaint with the Secretary of United States Department of Health and Human Services. **You will not be penalized for filing a complaint.**