



Southwest Alabama  
Behavioral Health Care Systems

## **CONSUMER HANDBOOK**

Revision date 1/25/22

**Serving Clarke, Conecuh, Escambia and Monroe Counties  
Since 1972**

## **Welcome**

This handbook is designed to acquaint you with Southwest's policies and procedures and to inform you of your rights and responsibilities as a consumer of services. Our staff will review the handbook with you however, we ask that you take the time to familiarize yourself with the contents. Should you have any questions, the staff will be happy to assist you.

Thank you for choosing Southwest Alabama Behavioral Health Care Systems as your provider of choice.

We have provided a section for your notes at the end of the handbook. Please keep the handbook to refer to for questions or concerns you may have concerning Southwest's policies.

## **Who We Are**

Southwest Alabama Behavioral Health Care Systems is a public non-profit corporation governed by a Board of Directors appointed by local city and county governments. Services are provided by a group of professional counselors, case managers, nurses, psychiatrists and qualified developmental disability professionals. For persons in crisis situations, immediate care is available 24 hours a day through the Crisis Line service. Our professionally trained staff provide the highest quality direct care for persons with mental, emotional and behavioral disorders.

Fees are charged for services provided. Individuals may qualify for a reduced fee based on total family income and size. Some insurances may cover certain eligible services.

Southwest is certified by the Alabama Department of Mental Health and is a member of the Behavioral Healthcare Alliance of Alabama.

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## **Our Mission**

The mission of Southwest Alabama Behavioral Health Care Systems is to promote and provide through respectful, ethical and resourceful actions...

- Quality behavioral health care that is responsive, accessible and supports and encourages independence and recovery.
- A fulfilling work environment for employees.
- A spirit of shared responsibility with our community.

## **What You Can Expect**

- A team of caring professionals who will listen to you.
- A service plan based upon your individual needs.
- Quality services.
- Confidentiality and respect.
- Hope for the future.

## **Services Offered**

### **Mental Illness Services**

Outpatient Services for Children and Adults  
Assessment and Referrals  
Individual and Group Therapy  
Medication Monitoring  
In-Home Intervention Children and Adults  
Rehabilitative Day Services  
Crisis/Emergency Services  
Probate Court Evaluations  
Case Management Services Children and Adults  
School-Based Services

### **Substance Abuse Services**

Assessment and Referral  
Outpatient Services  
Intensive Outpatient Services  
Peer Support Services  
Continuing Care Services  
Outreach Services

### **Community Services**

Mental Health First Aid Training

## Confidentiality

Any information you share with a staff member is considered confidential. When there is a need to release information about you, you will be asked to sign a “Release of Information” form. A staff member will tell you what information will be requested or released. Clinical information, written or verbal, will not be released by this center without your written permission except in the following instances:

- If there is evidence of abuse or neglect or suspected child abuse or neglect.
- If the center is ordered by a judge.
- If you express intent to harm yourself or others.
- If you have a medical emergency.

## Fees

Payment is expected at the time services are rendered. Urine drug screens are required for all new admissions. A fee of \$10.00 will be charged at the time of the visit for the drug screen. All persons, regardless of insurance, Medicaid, Medicare or third party insurance, are eligible for a discount based on annual income and family size and will receive a determination of the self-pay fee at the time of the initial visit. The Business Office will process all insurance, Medicaid, or Medicare claims. For individuals with insurance, we encourage you to make payments based on your discounted fee at the time of the service to apply toward amounts not covered by your plan. After application of insurance benefits, you will be billed at the discount rate for non-covered services or partially paid claims.

**Should you need to cancel a scheduled appointment, please contact our office no later than 2:00pm the day before your appointment.**

## **Consumer Rights**

### **Be Informed About Your Rights**

Make sure staff informs you about your rights. If you have questions, ask your Advocate for assistance.

### **Due Process**

Know that your rights cannot be taken away without justification.

### **Habeas Corpus**

If you feel you are being held in this facility illegally, you have the right to file a petition for a Writ of Habeas Corpus with the attorney of your choice.

### **Education**

If you are school age, you have a right to receive a free and appropriate public education.

### **Complaints**

When you feel your rights have been violated, you should notify staff or the Advocate.

### **Legal Competency**

You have the right to be treated as a legally competent individual unless a court has determined you to be otherwise.

### **Safe and Humane Environment**

You have a right to safe and humane living areas and treatment for your positive self-image and human dignity.

## **Your Civil, Legal and Personal Rights**

### **Freedom from Abuse**

You should not be physically or mentally abused or neglected by staff of this facility.

### **Privacy / Confidentiality**

Your treatment should be respected and treated with privacy.

### **Freedom of Movement**

You should not be unnecessarily restrained or isolated unless for your safety or the safety of others.

### **Personal Possessions**

You have the right to wear your own clothing and keep your personal possessions.

### **Communication and Social Contacts**

You have the right to have visitors, receive and send mail and telephone use.

### **Religion**

While in this facility, you have the right to worship in the religious faith of your choice.

### **Confidentiality of Records**

Records of your treatment and care should be kept confidential.

### **Labor**

You should not be forced to perform work for which you are not adequately compensated.

### **Disclosure of Services Available**

When you have been admitted, you should be informed of the cost of care and services you will receive.



## **Your Treatment Rights**

### **Quality Treatment**

You have the right to receive quality treatment and care from trained professionals, regardless of your age, sex, national origin or handicap.

### **Individualized Treatment**

Your plan of treatment or habilitation should be designed just for you, based on your individual abilities and needs.

### **Participation in Treatment**

You should be allowed to actively participate in your treatment while in this facility.

### **Least Restrictive Conditions**

You should receive the least restrictive treatment and be placed in the least restrictive settings necessary and available for your treatment and care.

### **Research and Experimentation**

You have the right not to participate in research and experimental projects in this facility.

### **Non Discrimination Policy**

No service will be denied based on race, religion, color, sex, national origin, disability, sexual orientation, gender identity, age or inability to pay.

## Your Responsibilities

Realizing that the freedom to exercise rights carries with it the need to accept some responsibilities, the following list of responsibilities is expected of each person who is in the care of Southwest Alabama Behavioral Health Care Systems within the limits of his/her abilities:

- To provide, to the best of your knowledge, accurate and complete information regarding your medical history including: present and past illnesses, medications, hospitalizations, etc. Consumers should advise their therapist/doctor/nurse of any changes in medication.
- To be responsible for your actions should you refuse treatment or do not follow instructions.
- To be familiar with and follow rules and regulations governing your care and conduct. Consumers who receive medication from the center or whose prescriptions originate from the center physician **must be seen at least every four (4) weeks by a center therapist.**
- To attend scheduled activities and keep appointments. Consumers should notify the intake receptionist at least 24 hours in advance if unable to make a scheduled appointment. **Please be on time for all scheduled appointments.**
- To be considerate of the rights of others.
- To be respectful of the property of others and of the facility.
- To take an active part in planning for your treatment/habilitation program and discharge.
- To ask questions when you do not understand instruction, treatment, etc.
- To obey the laws which apply to all citizens.

- You will be expected to attend regularly scheduled meetings with assigned groups, and participate in all activities.
- There will be NO WEAPONS allowed on the center grounds! Anyone found to have a weapon of any kind may be subject to immediate termination from the program.
- Violent or disruptive behavior, including taunting or aggressive behavior towards other consumers or staff, will not be tolerated and may result in discharge from the program.
- There will be no alcohol or street drugs allowed at the center. Any drinking or drug use before arriving at the center may result in dismissal from the program for the day.
- If an emergency arises which needs immediate attention, notify any staff member. If another consumer is in distress, notify a staff member and follow their instructions.
- It is a bad idea to borrow from or lend money to other consumers. This will be strongly discouraged by staff. Theft from other consumers or staff is strictly forbidden.
- Consumers are welcome to bring purses/bags to the center, however, the center will not be responsible for any lost or stolen property. Purses/bags should be clear and the contents easily visible. Center staff also reserves the right to inspect purses/ bags if weapons, alcohol, illegal substances, theft, etc. are suspected.
- Personal business should be attended to before or after Center hours, at your home. The Center phone is a business phone. The lines need to be kept open for business purposes and emergencies. Personal calls can be made in emergencies or when access is needed to other service agencies or Advocacy services.
- Consumers are expected to make arrangements for the control and supervision of children brought to the center.

- Consumers **must advise** the intake receptionist of changes in financial status.
- If you are dismissed involuntarily from services, you have the right to appeal to the Division Director/Executive Director.
- Children under the age of 18 are not permitted at Clarke Place Group Home or at the Pineview MOMS program.

## Clarke Place Residential Specialized Behavioral Residential Rules

Program rules shall be based on the Rights Protection and Advocacy guidelines for consumer rights and responsibilities. However, disregard for the following rules can result in immediate discharge from Clarke Place:

- The use of beer, alcoholic beverages or “street drugs” is strictly forbidden at Clarke Place.
- Violent and abusive behavior will not be tolerated.
- Stealing is a crime and will not be tolerated.
- Residents are expected to make their own beds each morning and are expected to keep their personal belongings in order.
- Residents using personal radios or stereos should keep the volume down to a reasonable level at all times. After 9:00 p.m., the volume level is very important so that it does not disturb residents trying to rest.
- Coffee pots, hot plates or other small electrical appliances may not be used in bedrooms at any time.
- Consumers may not enter another person’s bedroom without that resident’s permission.
- Consumers should maintain good personal hygiene.
- Residents are expected to keep their rooms clean. This includes the room and closet floor, furniture dusted, belongings neatly put away, and bed made properly.
- Consumers may not keep any kind of medication, prescription or non-prescription, in their room. ALL medications will be kept in the staff medication cabinet and will be monitored by staff.
- If a resident is found to have one positive urinalysis, which reveals alcohol or illegal drugs, the resident will not be discharged; however, the resident will receive outpatient treatment.
- Residents may smoke. However, the resident is expected to exhibit responsible behavior when smoking. Smoking residents are expected to be aware of the safety and comfort of other residents. Smoking is permitted in designated areas only.
  - NO SMOKING inside the group home.

- NEVER use anything but a safe and proper ashtray for an ashtray.
  - NEVER use trash containers for an ashtray
  - NO SMOKING while preparing food
  - NO SMOKING in the restroom
- Staff will be responsible for taking custody of the resident's cigarettes and will distribute 2 per hour on the half hour. Smoking will be allowed between the hours of 6:30am and 10:30pm.
  - Visitors under the age of 18 are not permitted to visit for safety reasons. If a resident wishes to visit with minor children arrangements should be made in advance for the visitation to occur offsite.
  - Visitation hours are from 1:30 p.m. to 9:00 p.m. Monday – Friday. Weekend visitation hours are from 9:00 a.m. until 9:00 p.m.
  - Consumers must sign out on the designated form before they leave the facility. Southwest Alabama Behavioral Health Care Systems is not responsible for providing transportation when a consumer leaves against treatment team recommendations.
  - The curfew for adult residents is 12:00 midnight unless other arrangements are approved by the Residential Coordinator.
  - Consumers can indulge in legal adult sexual relationships as long as they respect the rights of their roommate and other residents of the group home.
  - Consumers may not have food or drink in their bedroom in order to maintain a pest free environment. There are designated areas throughout the facility where consumers may dine. Consumers will have supervised access to the kitchen for health and safety reasons.
  - Consumers may not carry or possess weapons at Southwest Residential facilities. Weapons include guns, knives, excessively sharp objects, cigarette lighters, tools, and anything deemed by the Residential Coordinator to be unsafe. All sharp objects may be restricted from consumers at the discretion of the treatment team for safety reasons.
  - Consumers should always notify staff when they are leaving a residential facility for any reason, and should follow the sign-out procedure. Committed consumers may not leave the facility

without the permission of the Residential Coordinator and/or the Clinical Director or other qualified licensed person.

- Upon return to Clarke Place from any outing or residential leave all bags/packages will be checked by staff for contraband and/or food. Food will be locked in kitchen cabinet with consumer's name and will be available at meal and snack times.
- Use of personal cell phones is permitted at Clarke Place, unless the cell phone is being used to circumvent any of the above rules. If staff determines the rules are not being followed the consumer will be asked to relinquish their cell phone until they are discharged from Clarke Place at which time it will be returned to the consumer.
- Residents are encouraged to secure money or other personal valuables in the locked box provided for each consumer. The locked boxes are secured in the group home office. Southwest will not be responsible for valuables not properly secured.

When a consumer violates any of the above rules the treatment team will make a decision about the consequences to be applied depending on the severity of the violation. These consequences may include restriction of privileges or discharge from the program.

## **Pineview MOMS Program Rules**

Disregard for the following rules can result in discharge from the Pineview MOMS Apartments:

- The use of beer, alcoholic beverages or illegal drugs by a tenant or visitor is strictly prohibited at Pineview. If there is a suspicion of drugs/alcohol in the residence, a complete apartment search will be made at the recommendation of the Residential Coordinator by authorized personnel or law enforcement. Consumers will not be discharged solely on the basis of one (1) positive UA showing the presence of alcohol, illegal drugs or medication not prescribed to the consumer. These consumers will be referred to a substance abuse professional for assessment and potential treatment.
- Violent or Abusive behavior will not be tolerated.
- Stealing
- Weapons are not allowed.
- For the safety of all tenants, smoking is permitted only in designated areas. Smoking is prohibited in bedroom areas.
- Use of open flame devices (candles) is prohibited.
- Coffee pots, hot plates or other small electrical appliances must NOT be used in bedrooms at any time.
- Tenants may not enter another tenant's apartment without permission.
- Tenants are expected to keep their apartment clean in accordance with the monthly inspection report. This includes front yard area.
- All visitors are required to sign in at the office and follow all apartment rules.
- Tenants will not allow other individuals to move in their apartment without a complete application approved by the Residential Coordinator.
- For safety and security reasons, tenants will sign-in at the office daily between the hours of 8:00 a.m. and 4:00 p.m. If you are unable to sign-in due to sickness, please notify the staff. The staff will bring the sign-in sheet to you for signature. If you have not signed in by 4:00 p.m., the staff will knock on your door to determine if assistance is needed. You will be asked to sign-in and indicate the time. If you do not answer, the staff will enter your apartment to determine if assistance is needed.
- All tenants will sign-out and indicate an estimated time of return when you plan to be away for more than 24 hours. If you forget to sign-out



and are going to be away for more than 24 hours you may place a collect call to the office to inform the staff and provide them with an estimated time of return.

- Changes in income must be reported to management.
- Each tenant is expected to cooperate with fellow tenants and staff.
- Tenants using personal radios or stereos should keep the volume down to a reasonable level at all times. After 9:00 p.m. the volume level is very important so that it does not disturb others trying to rest.
- Tenants are encouraged to maintain good personal hygiene, neat and clean appearance, daily bath or shower.
- Tenants are encouraged to comply with their treatment plan as agreed upon. This may include medication or other recommended therapies/activities.

## **Substance Abuse Services Outpatient Agreement**

I agree to follow all program rules as explained to me. I also agree to the following:

- To attend group as scheduled in my treatment plan.
- To participate in A.A, N.A. per request of counselor.
- To refrain from using any mind or mood altering substances throughout the course of treatment, and to notify staff of any prescriptions or over the counter medicines used. I further agree to tell my doctor and pharmacist that I am an addict before receiving medications from them.
- To attend group, individual or family therapy sessions as scheduled and to notify counselor personally anytime I cannot attend well in advance of appointment time.
- To take primary responsibility for my own behavior and recovery.
- To involve individuals who are significant people in my life in the program. Program rules apply to all participants.
- To keep information about everyone involved in the program strictly confidential. I further agree not to use anything I learn in the group to hurt or humiliate a person outside the group.
- To participate in Continuing Care when I complete Phase I of the program.
- To take a drug screen when requested.
- I understand that failure to pay the assessed fee as agreed upon can result in the termination of my treatment services.
- It is further understood that no letter or certification of completion will be issued until all fees are paid. Any changes in income must be reported to the staff immediately.

**The payment for services agreement has been explained to me and I agree to pay the assessed fee based on my income and family size.**

## **Consumer Grievance Process**

Consumers who wish to comment on or complain about services received at the Center are encouraged to do so. Southwest encourages consumers to express opinions and/or concerns about staff or services. Provided in this brochure is a list of telephone numbers to use to discuss any concerns with the Division Director or the Executive Director. These numbers are posted in each service location. If you are not satisfied with the services you are receiving, please follow the guidelines below.

Specific steps in grievance procedure are:

- Complaints or concerns may be addressed to any staff member.
- If your concern involves a rights violation, report the violation to a staff member who will immediately report your concern to the Division Director.
- The Division Director will investigate any complaints and attempt to resolve it with you. Often this may require a meeting with you, the staff involved in the complaint, and the Division Director. Other people may be involved as needed to assist you in this process.
- If you do not feel that your concern has been resolved, you are encouraged to contact the Executive Director. This may be done in writing, in person, or by telephone. Center telephones may be used for this purpose.
- The Clinical Director or Division Director will inform the Executive Director of any serious issues that may arise.
- Determination is made on a case by case basis about how to respond.

Suggestion boxes are located in each service location. These boxes offer an anonymous means of offering input into the operation of the Center. The suggestions, along with those received in writing or by telephone, are important to Southwest Alabama Behavioral Health Care Systems.

Executive Director  
(251) 575-4203

Human Resources Director  
(251)-575-4203

Clinical Director  
(251) 575-4203

## **Notice of Information Practices**

**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.**

### **Understanding Your Mental Health Record Information**

Each time you visit a hospital, a physician, or another health care provider, the provider makes a record of your visit. Typically, this record contains your health history, current symptoms, examination and test results, diagnoses, treatment, and plan for future care or treatment. This information, often referred to as your medical record, serves as the following:

- Basis for planning your care and treatment.
- Means of communication among the many health professionals who contribute to your care. Legal document describing the care that you received.
- Means by which you or a third-party payer can verify that you actually received the services billed.
- Tool in medical education.
- Source of information for public health officials charged with improving the health of the regions they serve.
- Tool to assess the appropriateness and quality of care that you received.
- Tool to improve the quality of health care and achieve better patient outcomes.

### **Understanding what is in your health records and how your health information is used helps you to:**

- Ensure its accuracy and completeness.
- Understand who, what, where, why, and how others may access your health information.
- Make informed decisions about authorizing disclosure to others.
- Better understand the health information rights detailed below.

## **Our Responsibilities under the Federal Privacy Standard**

In addition to providing you your rights as detailed in this notice, the federal privacy standard requires us to take the following measures:

- Maintain the privacy of health information, including implementing reasonable and appropriate physical, administrative, and technical safeguards to protect the information.
- Provide you this notice as to our legal duties and privacy practices with respect to individually identifiable health information that we collect and maintain about you.
- Abide by the terms of this notice.
- Train our personnel concerning privacy and confidentiality.
- Implement a sanction policy to discipline those who breach privacy/confidentiality or our policies with regard thereto.
- Mitigate (lessen the harm of) any breach of privacy/confidentiality.

## **Examples of Uses and Disclosures for Treatment, Payment, and Health Operations**

**Except as outlined below or otherwise required by law, we will not use or disclose your health information without your specific written consent or authorization.**

***The following types of uses and/or disclosures do not require your specific written consent:***

**Treatment:** *We will use your health information for treatment.*

Example: A physician, a physician's assistant, a therapist or a counselor, a nurse, or another member of your Southwest Alabama Behavioral Health Care Systems care team will record information in your record to diagnose your condition and determine the best course of treatment for you. The primary caregiver will give treatment orders and document what he or she expects other members of the health care team to do to treat you. Those other members will then document the actions they took and their observations. In that way, the primary caregiver will know how you are responding to treatment.

**Health Operations:** *We will use your health information for health operations.*

Example: Members of the medical staff, the risk or quality improvement manager, or members of the quality assurance team may use information in your health record to assess the care and outcomes in your cases and the competence of the caregivers. We will use this information in an effort to continually improve the quality and effectiveness of health care and services that we provide.

**Payment:** *We will use your health information for payment.*

Example: We may send a bill to you or to a third-party payer, such as a health insurer. The information on or accompanying the bill may include information that identifies you, your diagnosis, treatment received, and supplies used.

**Psychiatric/Health Care Emergency:** We may use or disclose information in the event of a psychiatric or other health care emergency to assist in your care.

**Business Associates:** *We provide some services through contracts with business associates.*

Examples include certain diagnostic tests, a copy service to make copies of medical records, and the like. When we use these services, we may disclose your health information to the business associates so that they can perform the function(s) that we have contracted with them to do and bill you or your third-party payer for services provided. To protect your health information, however, we require that business associates appropriately safeguard your information.

**Funeral Directors:** We may disclose health information to funeral directors consistent with applicable law to enable them to carry out their duties.

**Continuity of care:** We may contact you to provide appointment reminders or information about treatment alternatives or other health related benefits and services that may be of interest to you.

**Food and Drug Administration (“FDA”):** We may disclose to the FDA health information relative to adverse effects/events with respect to food, drugs, supplements, product or product defects, or post marketing surveillance information to enable product recalls, repairs, or replacement.

**Workers Compensation:** We may disclose health information to the extent authorized by and to the extent necessary to comply with laws relating to workers compensation or other similar programs established by law.

**Public Health:** As required by law, we may disclose your health information to public health or legal authorities charged with preventing or controlling disease, injury, or disability.



**Correctional Institution:** If you are an inmate of a correctional institution, we may disclose to the institution or agents thereof health information necessary for your health as well as others.

**Law Enforcement:** We may disclose health information for law enforcement purposes as required by law or in response to a court order.

**Health oversight agencies and public health authorities:** If a member of our work force or a business associate believes in good faith that we have engaged in unlawful conduct or otherwise violated professional or clinical standards and are potentially endangering one or more patients, workers, or the public, they may disclose your health information to health oversight agencies and/or public health authorities, such as the department of health.

**The Federal Department of Health and Human Services (“DHHS”):** Under the privacy standards, we must disclose your health information to DHHS as necessary to determine our compliance with those standards.

## **Your Rights under the Federal Privacy Standard**

Although your health records are the physical property of the health care provider who completed it, you have the following rights with regard to the information contained therein:

- **Request restriction on uses and disclosures of your health information for treatment, payment, and health care operations.**

“Health care operations” consist of activities that are necessary to carry out the operations of the provider such as quality assurance and peer review. The right to request restriction does not extend to uses or disclosures permitted or required under the following sections of the federal privacy regulations: § 164.502(a) (2) (i) (disclosures to you), 164.510(a) (for facility directories, but note that you have the right to object to such uses), or 164.512 (uses and disclosures not requiring a consent or an authorization). The latter uses and disclosures include, for example, those required by law, such as mandatory communicable disease reporting. In those cases, you do not have a right to request restriction. The consent to use and disclose your individually identifiable health information provides the ability to request restriction. We do not, however, have to agree to the restriction. If we do, we will adhere to it unless you request otherwise or we give you advance notice. You may also ask us to communicate with you by alternate means, and if the method of communication is reasonable, we must grant the alternate communication request. You may request restriction or alternate communications on the consent form for treatment, payment, and health care operations.

- **Obtain a copy of this notice of information practices.**

Although we have posted a copy in prominent locations throughout the facility and on our website, you have a right to a hard copy upon request.

**Inspect and copy your health information upon request.**

Again, the right is not absolute. In certain situations, such as if access would cause harm, we can deny access.

**You do not have a right of access to the following:**

Psychotherapy notes. Such notes consist of those notes that are recorded in any medium by a health care provider who is a mental health professional documenting or analyzing a conversation during a private, group, joint, or family counseling session and that are separated from the rest of your medical record.

Information compiled in reasonable anticipation of or for use in civil, criminal, or administrative actions or proceedings.

Protected health information (“PHI”) that is subject to the Clinical Laboratory Improvement Amendments of 1988 (“CLIA”), 42 U.S.C. § 263a, to the extent that giving you access would be prohibited by law.

Information that was obtained from someone other than a health care provider under a promise of confidentiality and the requested access would be reasonably likely to reveal the source of the information.

**In other situations, we may deny you access but if we do, we must provide you a review of our decision denying access. These “reviewable” grounds for denial include the following:**

- A licensed healthcare professional, such as your attending physician, has determined, in the exercise of professional judgment, that the access is reasonably likely to endanger the life or physical safety of yourself or another person.
- PHI makes reference to another person (other than a health care provider) and a licensed health care provider has determined, in the exercise of professional judgment, that the access is reasonably likely to cause substantial harm to such other person.
- The request is made by your personal representative and a licensed health care professional has determined, in the exercise of professional judgment, that giving access to such personal representative is reasonably likely to cause substantial harm to you or another person.

For these reviewable grounds, another licensed professional must review the decision of the provider denying access within 60 days. If we deny you access, we will explain why and what your rights are, including how to seek review. If we grant access, we will tell you what, if anything, you have to do to get access. We reserve the right to charge a reasonable, cost based fee for making copies.

- **Request amendment/correction of your health information.** We do not have to grant the request if the following conditions exist:
  - We did not create the record. If, as in the case of a consultation report from another provider, we did not create the record, we cannot know whether it is accurate or not. Thus, in such cases, you must seek amendment/correction from the party creating the record. If the party amends or corrects the record, we will put the corrected record into our records.
  - The records are not available to you as discussed immediately above.
  - The record is accurate and complete.
  - If we deny your request for amendment/correction, we will notify you why, how you can attach a statement of disagreement to your records (which we may rebut), and how you can complain. If we grant the request, we will make the correction and distribute the correction to those who need it and those whom you identify to us that you want to receive the corrected information.
  
- **Obtain an accounting of non-routine uses and disclosures, other than those for treatment, payment, and health care operations.** We do not need to provide an accounting for the following disclosures:

## **To you for disclosures of protected health information to you.**

For the facility directory or to persons involved in your care or for other notification purposes as provided in § 164.510 of the federal privacy regulations (uses and disclosures requiring an opportunity for the individual to agree or to object, including notification to family members, personal representatives, or other persons responsible for your care, of your location, general condition, or death).

For national security or intelligence purposes under § 164.512 (k) (2) of the federal privacy regulations (disclosures not requiring consent, authorization, or an opportunity to object).

To correctional institutions or law enforcement officials under § 164.512(k) (5) of the federal privacy regulations (disclosures no requiring consent, authorization, or an opportunity to object).

That occurred before April 14, 2003.

We must provide the accounting within 60 days. The accounting must include the following information:

- Date of each disclosure.
- Name and address of the organization or person who received the protected health information.
- Brief description of the information disclosed.
- Brief statement of the purpose of the disclosure that reasonably informs you of the basis for the disclosure or, in lieu of such statement, a copy of your written authorization or a copy of the written request for disclosure.
- The first accounting in any 12-month period is free. Thereafter, we reserve the right to charge a reasonable, cost-based fee.

Revoke your consent or authorization to use or disclose health information except to the extent that we have already taken action in reliance on the consumer authorization.

**WE RESERVE THE RIGHT TO CHANGE OUR PRACTICES AND TO MAKE THE NEW PROVISIONS EFFECTIVE FOR ALL INDIVIDUALLY IDENTIFIABLE HEALTH INFORMATION THAT WE MAINTAIN. IF WE CHANGE OUR INFORMATION PRACTICES, WE WILL MAIL A REVISED NOTICE TO THE ADDRESS THAT YOU HAVE GIVEN US.**

### **How to Get More Information or to Report a Problem**

If you have questions or would like additional information, you may contact our Privacy Officer at 251-575-4203.

## Consumer Statement of Understanding

I understand that as part of my health care, Southwest Alabama Behavioral Health Care Systems receives, originates, maintains and uses individually identifiable health information, including, but not limited to, health records and other health information describing my health history, symptoms, examinations and test results, diagnoses, treatment, and treatment plans.

### Use and Disclosure Requiring My Specific Written Consent

I understand that **unless I give specific written consent for the release of information for purposes other than those listed below** Southwest Alabama Behavioral Health Care Systems **will protect the confidentiality and integrity of my medical/health information as required by law, professional ethics, and accreditation requirements.**

### Use and Disclosure Not Requiring My Consent

I understand that Southwest Alabama Behavioral Health Care Systems and its physicians, other health care professionals, and staff **may use this information to perform the following tasks without specific written consent:**

- Diagnose my medical/psychiatric/psychological condition.
- Plan my care and treatment.
- Document services for payment/reimbursement.
- Conduct routine health care operations, such as quality assurance (the process of monitoring the necessity for, the appropriateness of, and the quality of care provided), peer review (the process of monitoring the effectiveness of health care personnel) and certification (the process of review of records by personnel of the State Department of Mental Health to ensure that standards of the department are met and to ensure continuity of care).
- To comply with state and/or federal law.
- In case of an emergency, information necessary to handle the emergency.

- The center is required by law to report child abuse, elderly abuse or abuse of a dependent adult to the Department of Human Resources.

### **Notice of Information Practices**

I have been provided a Notice of Information Practices that fully explains the uses and disclosures that Southwest Alabama Behavioral Health Care Systems will make with respect to my individually identifiable health information. I understand that I have the right to review the Notice before signing this consent. Southwest Alabama Behavioral Health Care Systems has afforded me sufficient time to review this *Notice* and has answered any questions that I have to my satisfaction. I also understand that Southwest Alabama Behavioral Health Care Systems cannot use or disclose my individually identifiable health information other than as specified on the Notice. I also understand, however, that Southwest Alabama Behavioral Health Care Systems reserves the right to change its notice and the practices detailed therein prospectively (for uses and disclosures occurring after the revision) if it provides a copy of the revised notice to me.

### **Right to Request Restrictions**

I understand that I have the right to request restrictions on the use or disclosure of my individually identifiable health information to carry out treatment, payment, or health care operations. I further understand that Southwest Alabama Behavioral Health Care Systems is not required to agree to the requested restriction but that, if it does agree, it must honor the restriction unless I request that it stop doing so or Southwest Alabama Behavioral Health Care Systems notifies me that it is no longer going to honor the request.

I understand that I have the right to request restriction as to the method of communications to me. For example, I might request that all medical bills be mailed to a certain post office box rather than to my home. I further understand that Southwest Alabama Behavioral Health Care Systems must honor this request if the method of communication is reasonable. Southwest



Alabama Behavioral Health Care Systems may not ask me why I want the alternate method of communication.

### **Parental/Guardian Consent**

I understand that if it is my child or ward that will be receiving services, I hereby give my consent for treatment. I understand that if my child is less than 14 years of age that he/she may not receive services from Southwest without parent/guardian consent.

I also understand that if I am a person under the age of 14, I must receive the permission of my parent/guardian.

### **Payment for Services Agreement**

Payment is expected at the time services are rendered. Urine drug screens are required for all new admissions. A fee of \$10.00 will be charged at the time of the visit for the drug screen. All persons, regardless of insurance, Medicaid, Medicare or third party insurance are eligible for a discount based on annual income and family size and will receive a determination of the self-pay fee at the time of the initial visit. The Business Office will process all insurance, Medicaid, or Medicare claims. For individuals with insurance, we encourage you to make payments based on your discounted fee at the time of the service to apply toward amounts not covered by your plan. After application of insurance benefits, you will be billed at the discount rate for non-covered services or partially paid claims.

I understand that I must provide proof of income before applying for the discounted fee and further understand that failure to pay my discounted fee could result in losing my discounted fee status and services will be billed to me at the full hourly rate.

### **Non Discrimination Policy**

No service will be denied based on race, religion, color, sex, national origin, disability, sexual orientation, gender identity, age or inability to pay.

**Should you need to cancel a scheduled appointment, please contact our office no later than 2:00pm the day before your scheduled appointment.**

**My Therapist's Name is:** \_\_\_\_\_

**My Case Manager's Name is:** \_\_\_\_\_

(If Applicable)

**Office Location:** \_\_\_\_\_

**Office Phone Number:** \_\_\_\_\_

**Notes**

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