## Welcome to WMMHC!

Please answer these questions as they apply to the person receiving services. Make sure to print clearly.

Name: \_\_\_\_\_

First	Middle		Last	(Maiden)
Preferred Name:			Suffix:	
Date:	Socia	l Security Number:		
Legal Guardian (if app	olicable):			
Birthdate:		Gender:	Male / Female / Other	(Circle One)
Contact Preference: w	ork/home/cell*/othe	er	Contact Phone:	
Work Telephone:		Cell Phone I	Number*:	
Email Address*:				
**We will use your	Contact Preference	to do Appointment R	eminders unless you	select otherwise**
Mailing Address:				
City, State:			Zip Code: _	
Physical Address (if d	ifferent):			
			Residence:	
Prior County of Resid	ence:			
Emergency Contact N	ame:	Relationshi	p: Phone Nı	ımber:
Language Preference:				
-				
HEALTH INSURA				
	_	nce coverage (i.e. M	ledicaid, Medicare,	Private
Insurance, etc.	•	5 (	,	
☐ I DO have heal	th insurance cove	rage.		
		insured. If you are a t	ribal member, includ	e enrollment
number and address	s of the IHS office.			
Policyholder's	Policy Number	Group Number	Insurance	Who in the
Name & Birthdate	Toney Ivamber	Group Trainiber	Company Name	household is
Name & Birthatte			Company Name	covered?
Primary:				covereu:
r i iiiai y.				
Secondary:				

Wh	at are your goals for treatment?
	What is your race?  White/Caucasian  American Indian/Alaskan Native  Hispanic  Asian  Black/African American  Native Hawaiian/Pacific Islander  More than one race  Other
2.	What is your ethnicity?  Hispanic: other Hispanic: Mexican Hispanic: Cuban Hispanic: Puerto Rican Non-Hispanic
3.	What is your current living situation?  Living with family  Living with friend  Shelter  Children's Group Home  Child Foster Home  Therapeutic Foster Home  Homeless  Other
4.	Do you receive Social Security?  ☐ SSI Due to Mental Illness ☐ SSI Not Due to Mental Illness ☐ SSDI Due to Mental Illness ☐ SSDI Not Due to Mental Illness ☐ No
5.	Are you on probation?  Yes  No Name/Phone of probation officer:



# Client Acknowledgment – Consent, Rights, and Behavior Expectations Mental Health

Please Initial Below to indicate you have received, read, and understand the following documents.

Consent for Treatment
Client Rights in the State of Montana
Client Responsibilities
Grievance Procedure, General Aggressive Behavior Policy, Smoking and Weapons
Notice of Privacy Practices
People Who Support Me form
Client Signature:
Printed Client Name:
Parent/Guardian Signature (if applicable):
Parent/Guardian Printed Name:
Date:



# CONTRACT FOR PAYMENT OF SERVICES

Please read this fee agreement carefully and ask for any needed clarification. Please initial at the side of each statement and sign at the bottom.

By initialing each area, I attest that I UNDERSTAND:

	1.	I agree to pay <u>any and all costs not paid by a third party payer.</u> These costs may include: my deductible, coinsurance, and/or denial of coverage. If I do not wish to have my services billed to a third party or my
(initial)		insurance becomes inactive during treatment, I will be responsible for <b>payment in full.</b>
	2.	If I have Medicaid, I agree to pay <u>any co-pay established by Medicaid</u> . I understand that if my Medicaid becomes inactive during treatment or a service is not covered by Medicaid, I will be responsible for <b>payment</b>
(initial)		in full.
	3.	If I have Medicare, I understand that Medicare covers some but not all specific services offered by WMMHC. I agree to pay <u>any co-pay established by Medicare</u> . I understand that, if my Medicare becomes inactive during
(initial)		treatment or a service is not covered by Medicare, I will be responsible for <b>payment in full.</b>
	4.	I may qualify for public funding in order to offset a portion of my treatment costs. In order to qualify, I must provide proof of income. <u>I understand if I do not provide the necessary documentation of eligibility, I</u>
(initial)		will not qualify for public funding and will be responsible for payment in full.
	5.	In the event I do not qualify for public funding, I may be eligible for sliding scale fee services on the basis of my family income and number of dependents. In order to qualify, I must provide proof of income and
(initial)		complete an application. If I do not wish to provide the necessary documentation, I understand I will not qualify for sliding scale fee services and will be responsible for payment in full.
(initial)	6.	If my check is returned, I will be charged a returned check fee of \$25.00.
	7.	If my income, situation, insurance coverage, address, or phone number changes, I will immediately notify WMMHC.
(initial)		WIMITIC.
	8.	In the event I fail to pay fees as agreed upon, my account may be referred to a collection agency and/or law firm. If the event my account is sent to a collection agency and/or law firm, I will be liable for all costs
(initial)		associated with the collections process, including legal and demand costs.
	9.	I understand WMMHC cannot carry patient balances over 12 months from the last date of service. In signing this agreement, I agree to have the balance of my account paid in full within one year unless other
(initial)		arrangements have been made with the Accounts Receivable Department.
	10.	I understand this contract applies to any and all services rendered by WMMHC program and locations.
(initial)		
Client/Gua	rdian	Signature:Date:
Client/Gua	rdian	Printed Name:
Staff Signat	ure:	Date:
Fee Agreeme		



## Authorization to Release Health Record Information

Name:	Date of Birth:	
Address (mailing)	Phone:	
I authorize Western Montana Mental I  receive from  release to the following individual or agency info		
Name:	Phone:	
Address:	Fax:	
Dates of Treatment:	to	_
Information to be disclosed (please in	nitial all that apply):	
Assessment	Medications List	Peer Support Notes
Treatment Plan	Discharge summary	Nursing notes
Progress Notes	Crisis evaluation	PACT notes
Medical Notes	Group Home Notes	Crisis facility notes
Consults	Day Treatment Notes	Safety plan
Presence in treatment	Case Management Notes	Other
diagnoses and treatment. I understand that, unless revoke whichever occurs sooner. Special understand I may revoke this in writing at 1321 Wyoming Streexcept to the extent action has I understand that information us and no longer protected by Feddisclosure. I understand that my refusal to	information related AIDS or HIV, psychiatric or meded, this authorization will expire one (1) year from the cify date, event, or condition upon which this consequent, Missoula, MT 59801. This authorization will ceally been taken in reliance upon it. Seed or disclosed pursuant to this authorization may deral privacy regulations unless the recipient is subject to the context expect where disclosure of the information.	the date of my signature or as follows, nt expires.  n at Western Montana Mental Health Center ease to be effective on the date notified be subject to re-disclosure by the recipient ject to Federal or State laws prohibiting reto obtain present or future treatment from
I understand I may request and I have received a copy of West	th Center except where disclosure of the information of the information of the copy of this form after I sign it.  I receive a copy of this form after I sign it.  I sign it.  I sign it.  I series I sign it.  I sign it. I sign it.  I sign it.  I sign it.  I sign it.  I sign it.  I s	
Client or Guardian Signature:		
Guardian Printed Name, if applicable:		
Relationship to Clien	nt:	

Release of Information May 2022

Upload to: myEvolv > All Materials Collected > HIPAA log



## CSCT School Based Services Welcome!

Thank you for allowing us the opportunity to work with you and your child. Your child will receive maximum benefit from our services if we are able to form an on-going, collaborative relationship with you as the parent/guardian. The following is a summary of what we will need from you to provide the best possible services to your child:

- CSCT provides services to youth and their families 12 months per year. This includes a
  summer program to ensure that skills learned and progress made during the school is
  not lost over the course of an extended break. The summer program allows for
  continued attention and focus on the therapeutic relationship, youth's progress and
  presenting issues and relevant family dynamics throughout the year.
- The CSCT program has a specific set of rules & regulations from the State of Montana. With these regulations comes the need to have paperwork reviewed and approved by the parent/guardian on a regular basis. Examples of these expectations are:
  - ✓ Quarterly review and update of the youth's individualized treatment plan with the parent's/guardian's signature.
  - ✓ Semi-annual review and re-authorization of releases of information documents.
  - ✓ Monthly participation in discussions regarding the progress your child is making on their individualized treatment plan.
  - ✓ Participation in annual Clinical Assessment updates to determine your child's eligibility for the CSCT Services.
  - ✓ Participation in family therapy is encouraged to promote consistency across the school/home/community settings.
- Information regarding changes in youth insurance coverage should be communicated to the CSCT Team as soon as you are aware of those changes to avoid out of pocket charges.
- Information regarding other service providers must be communicated to the CSCT
  Team, such as outpatient therapist, Case Managers, Youth Mentor, and/or Treatment
  Managers. This is to insure coordination of services and treatment plan focus.
   Medicaid requires coordination between CSCT, Home Support Services and
  Outpatient Therapists.
- I have read and understand the Expectations of Program Participation and agree to participate accordingly for the benefit of my child.

	_
Parent/Legal Guardian:	Date:
raieni/Legai Guargian.	Date.



## **Preferred Method of Appointment Reminders**

Client N	ame:	Client Number:
I would 1	prefer 1	to receive appointment reminders from WWMHC staff by:
		Text at
		Email at
		Phone/voicemail at
		note: I understand that, from time to time, I will be contacted using my telephone number and email may be left for me at that number.
I underst	tand the	e following risks of receiving appointment reminders by text or email:
•	Emails	and texts can be easily misaddressed to another recipient besides myself
•	Emails	and texts can be electronically intercepted or read by someone who has access to my device
•	Emails	and texts can be forwarded to another recipient accidently
•	Copies	of emails and texts may be stored on my service provider's systems
		nay revoke the request to receive electronic appointment reminders (emails or texts) at any
time. Ph	one/vo	icemail reminders will be used should I revoke the use of email or text reminders.
I also un	derstar	nd that only a first name of the person with whom I have an appointment and the date and time
of the ap	pointn	nent will be included as a reminder of my appointment.
If I wish	to con	nmunicate with a staff member at WMMHC about my treatment or have any questions
regarding	g my c	are at WMMHC, I will call the phone number of the office where I am receiving care.
Signatur	e:	Date:
Relation	ship to	client:

## **Children and Families Services**



### **Liability Waiver and Release**

In consideration of participating in all sports and recreational activities sponsored by Western Montana Mental Health Center/Children and Families Services, including but not limited to biking, river rafting, swimming/water activities, skateboarding, hiking and ropes course or rock climbing. agree to assume the known and unknown risks of these recreational opportunities in which my child, participates. I agree to be legally and financially responsible for any injury or property damage resulting from risks inherent in participation in WMMHC sponsored sports and recreational activities including but not limited to risk of falling, drowning, collision with water craft, unknown submerged obstacles, and ingesting water which may not be potable. (initial) I hereby voluntarily release and agree to indemnify Western Montana Mental Health Center from any and all claims, demands and causes of action which are in any way connected with risks inherent in my child's participation in the WMMHC sponsored recreational activities. By signing this document, you may be waiving your right to a jury trial to hold the provider legally responsible for any injuries or damages resulting from risks inherent in the sport or recreational opportunity or for any injuries or damages your child may suffer due to the provider's ordinary negligence that are the result of the provider's failure to exercise reasonable care. To be initialed by parent or legal Dated this \_\_\_\_\_\_, 202\_ guardian. WMMHC staff who have Valid through: (date)\_\_\_\_\_ provided verification of current auto insurance as required by WMMHC with liability limits of at least \$100k/\$300k may drive me or my child to and from PRINTED NAME:\_\_\_\_ locations of the programs associated with this waiver. Signature:



# Consent for Remote Group Sessions

To reduce the exposure of our clients and our staff to infectious disease during this highly unusual circumstance related to the COVID-19 pandemic, the provision of our services has moved from an in-person format to a telehealth format.

In addition to one-on-one sessions, group sessions continue to be an important part of your treatment. Western Montana Mental Health Center (WMMHC) will continue to provide group sessions and will need your help to make these sessions confidential for everyone involved. You may choose not to participate in any group sessions and continue to receive one-on-one services only.

We will be able to guarantee a confidential setting on the part of our therapist. We will need to following assurances from you:

- You will find a quiet, confidential and private location to participate in group.
- You will immediately alert the therapist running the group if you are unable to maintain the confidential and private nature of your location.
- You agree to participate in these remote group sessions, understanding that other clients will also be in locations that are not controlled by WMMHC.

I agree to the three conditions stated above and will not have my child join a group session if I cannot reasonably expect to maintain the confidential and private nature of my child's location.

Client's printed name

Parent/Guardian's printed name

Date



## PEOPLE WHO SUPPORT ME **AUTHORIZATION\***

Client Name:			Date of birth:		
We, at Western Montana Men our healthcare. To support the they are and how to reach ther	e role your t	family members and	d friends have in you	r care, we	
Name	Relation	ship	Contact Number		What to Share
					updates (example: appointment dates, summary of progress) diagnosis everything involvement in treatment planning other:
					updates (example: appointment dates, summary of progress) diagnosis everything involvement in treatment planning other:
					updates (example: appointment dates, summary of progress) diagnosis everything involvement in treatment planning other:
By completing and signing thi information about you as desprovide any names of individu Regardless of the above, this i reasonable attempts.	scribed aborals with wh	ve. You may revok	e this authorization a unicate and still recei	t any time ve care.	. You may also decline to
Name:		Relationship		Contact	number
CLIENT SIGNATURE:	l			]	Date:
(*Instructions to staff on ne					
<b>Revocation of Receiving</b> I no longer wish to have _			rece	ive any in	formation about me.
Signature:			Date:		



## SLIDING FEE FINANCIAL ASSISTANCE PROGRAM APPLICATION

MENTAL HEALTH CENTER	111 1 2101	
Do not complete this form if your child's health in: abeled "N/K."	surance coverage is Medicaid. Please	indicate this by checking the box
☐ N/K t is the policy of Western Montana Health Center o pay. Financial Assistance and Discounts are off following information and return to Western Mon family are eligible for a discount.	fered based on family size and gross	annual income. Please complete the
The discount will apply to all services received at will not apply to balances on services that you elso all eligible outstanding balances on your account fter the application is approved. If your financia omplete a new application for a continued Disco	ect not to have billed to my insurance int for a period of six (6) months pri I situation changes, or at the end of 2	e carrier. The discount will be applic or to and for a period of 12 months
Client Name:		
If Minor, Parent or GuardianName:		
HOUSEHOLD INFORMATION Include information about everyone who lives	with you, starting with yourself on t	he first line.
Name (example: Doe, John A.)	Relationship	Date of Birth
	SELF	

## INCOME FROM EMPLOYMENT AND OTHER SOURCES

List all earned and unearned income received by all household members, including children. Unearned income includes, but is not limited to, Social Security Disability (SSD), Unemployment Insurance, Child Support, Pensions, Military Allotments, Alimony, Lease or Rental Income, Supplemental Security Income (SSI), Foster Care Payments, Veteran's Benefits, Retirement Income, Tribal Assistance Payment, Dividends, Interest, Temporary Disability, TANF, and Student Loans.

PLEASE Attach proof of income for all items listed as income received.

Name of Household Member	Type/Source of Income	How Often is Income Received? (weekly, bi-weekly, monthly, semi-monthly, annually)	Amount Received
<b>RESPONSIBLE PARTY</b> Complete only if different fr	_	r client is a minor.	
Name of person responsible Relationship toClient:	<u> </u>		
Mailing Address:			
Street Add	ress/P.O. Box	City State	Zip
Phone Number (Home):		(Work)	
Name (Please Print): Relationship to Client:			
Relationship to Client:			
Signature:		Date:	
		OFFICE USE ONLY	
Client Name:		Account # :	
Approved Discount:			
Reviewed by:		Approved by:	
Date Approved:		Expiration Date:	
Outstanding Balance on the A	Account:		
Adjusted Balance on Account	after Discount:		
Date Notification Was Sent to	Client:		



## Informed Consent for Email, Voicemail, Text Message Communication

Client Name:	Date of birth:
--------------	----------------

You may give permission to WMMHC employees to communicate with you by email, voicemail, and text message (also known as SMS). This form provides information about the risks of these forms of communication, includes guidelines for email, phone, and text communication, and describes how we will use email, voicemail, and text communication. This form will also be used to document your consent for communication with you by email, phone, and text.

#### RISKS of USING EMAIL and TEXTING Include:

- · Emails, voicemail, and text can be circulated, forwarded, stored electronically and on paper, and broadcast to unintended recipients
- · Email and text senders can easily misaddress an email or text and send the information to the wrong person
- Back up copies of emails and texts may exist even after the sender and the recipient has deleted their copy
- · Employers and online services have a right to inspect emails sent through their company systems
- · Emails, voicemail, and texts can be intercepted, altered, forwarded, or used without permission or even the intended person knowing
- Emails, voicemails, and texts can be used as evidence in court
- Emails, voicemails, and texts may not be secure and therefore it is possible the communications may be intercepted by a third person

#### CONDITIONS FOR THE USE OF EMAIL and TEXT:

We will make reasonable efforts to maintain the security and confidentiality of email, voicemail, and text information we receive and send. We cannot, however, guarantee these messages will remain secure and confidential. We cannot be responsible for improper disclosure of information if it is not caused by our intentional misconduct.

#### ACKNOWLEDGEMENT and CONSENT:

- WMMHC cannot guarantee that any particular email and/or text will be read and responded to within any particular period of time. We will respond to text, voicemails, and emails within our normal business hours.
- Email, voicemail, and texting is not appropriate for urgent or emergent situations. Please call 911 or go to your nearest emergency department.
- Emails and texts should be concise and short. To discuss complex and/or sensitive situations, please call to schedule an appointment.
- Emails and texts may be filed in your medical record.
- Emails and texts should not be used for the communication of sensitive information.
- WMMHC is not liable for breaches of confidentiality caused by the client or any third party.
- It is your responsibility to follow up or schedule an appointment if needed.
- Services provided by WMMHC to you via telephone may be billed to your insurance.

#### CLIENT ACKNOWLEDGEMENT AND AGREEMENT

I acknowledge I have read and fully understand this consent form. I understand the risks associated with communication of email, voicemail, and texts between WMMHC employees and me and I consent to the conditions and instructions outlined above, as well as any other instructions WMMHC may provide in order to communicate with me by email, voicemail, and text. By signing this form, I authorize WMMHC to send text messages to my cell phone regarding scheduling and treatment. I understand that standard text messaging rates will apply to any messages I receive. I also understand that I or WMMHC may revoke this consent in writing at any time. I will notify WMMHC in the event my cell phone number or email address changes.

Signature:	Date:	
Client/Parent/Legal Guardian		
Printed Name	Date of Birth:	



## Client Rights

- 1. You have the right to be treated in a non-discriminatory manner with dignity and respect while receiving behavioral health services at any WMMHC facility.
- 2. You have the right to be treated without regard to physical or mental disability, unless such disability makes treatment afforded by the facility non-beneficial or hazardous. Treatment will reflect both your ability to benefit from services and others' treatment rights.
- 3. You have the right to practice your religion of choice, insofar as such practice does not infringe on the rights and treatment of others. You have the right to be excused from any religious practice.
- 4. You have the right to participate in the development of an individual treatment plan and any ongoing planning of your behavioral health services. You have the right to a reasonable explanation, in terms you can understand, of your general condition; treatment objectives; the nature and significant possible adverse effects of recommended treatment; reasons this treatment is considered appropriate; and what, if any, alternative treatment services and types of behavioral health providers are appropriate and available.
- 5. You have the right to be free from excessive or unnecessary medication. You have the right to give informed consent to take or not take antipsychotic or other medications if they are prescribed to you, unless the court has ordered differently or an emergency situation exists where your life or the lives of others are in danger.
- 6. You have the right to confidential records. Although you must give written approval to allow your records to be released in most cases, there are some exceptions to this rule under state and federal law.
- 7. You have the right to request access to your records and the right to request corrections or amendments to your records. These and other privacy rights are explained more fully in WMMHC's Notice of Privacy Practices.
- 8. You have the right to the maximum amount of privacy consistent with the effective delivery of services to you.
- 9. You have the right to appropriate treatment and related services under conditions that are supportive of your personal liberty.
- 10. You have the right to not be subjected to experimental research or other experimentation without your informed, voluntary, and written consent.
- 11. You have a right to be free from abuse and neglect, or threats of abuse and neglect, while receiving services at WMMHC.
- 12. You have the right to a humane psychological and physical environment while receiving services at WMMHC.
- 13. You have the right to receive information about WMMHC's client grievance procedure and how to file complaints. You must be allowed to exercise this right and other rights without reprisal, including reprisal in the form of denying you appropriate, available treatment. WMMHC recognizes that some clients may need assistance and/or support in filing their grievance. If clients request assistance in this respect, WMMHC will provide a referral to a local client support group, a family member's support group, or a state designated advocacy agency.
- 14. You have the right to communication with family in emergency situations.
- 15. You have the right to receive services which reflect the awareness of the special needs of gender.
- 16. You may have additional rights listed in Montana Statute, most of which apply to inpatient settings and jail diversion programs and rights during an involuntary commitment process. A member of your treatment team will explain these rights to you if you have concerns.



## Consent for Treatment

I consent to behavioral health treatment with WMMHC for myself/minor child/designee.

I understand all clients of WMMHC are eligible to receive a range of services addressing substance use disorders, mental health disorders, and medical issues (as applicable) on a limited basis.

The type and extent of services I/my child receive(s) will be determined through a collaborative treatment team effort and

through discussion with me/my child in the development of an individualized treatment plan.

I understand a range of behavioral health professionals, some of whom are in training, provide WMMHC services. Designated licensed staff provides oversight to all professionals in training.

I understand the various treatments offered provide significant benefits and may pose risks, which can be discussed with the treatment team. The process of behavioral health recovery may include relapse.

I understand some areas of WMMHC campuses are under camera surveillance to address safety and security concerns.

I understand the success of treatment is dependent upon motivation to change with the therapeutic support of WMMHC professional staff.

I understand that if am a minor, I may consent to treatment and control access to my protected health care information if my provider has a good faith belief that I am afflicted with drug or substance abuse or if I am an emancipated minor or if other criteria under Section 41-1-402, Montana Code Annotated, are satisfied.



## **Client Responsibilities**

As a partner in your healthcare, we will work with you to accomplish your treatment goals. On a separate document, we described your rights as our client. This document describes your responsibilities. Please do not hesitate to ask your clinician or provider if you have questions or concerns about these responsibilities.

## Your responsibilities include:

- Attend your scheduled appointments. Make every effort to attend your scheduled appointment. If you won't be able to attend an appointment, please give at least 24 hours' notice to the front desk. If we don't hear from you by 4pm the day before your appointment, we will use your appointment time for someone else.
- Answer questions fully to the best of your ability. Providing accurate and complete information to your care team will help them work with you to design your treatment plan and to make adjustments as needed.
- Ask questions of your care team. Since your treatment will be designed by you and your care team, making sure you understand what is being discussed is important.
- Follow the Agreed-upon Treatment Plan. You will make the final decision as to what your treatment plan will include. Make sure you understand and then follow this plan. If you wish to adjust your treatment plan, please let your clinician or provider know.
- **Update your care team.** If you are experiencing any changes in your health or symptoms, please let your care team know so the changes can be incorporated into the ongoing treatment plan. Also, let your care team know if you have a living will, medical power of attorney, or advance directive.
- Respect the Staff and other Clients. Show respect for the rights and property of
  the staff and our other clients. Also, the staff may ask you to observe certain
  precautions which will be for the safety of all individuals. Please follow those
  instructions.

Thank you!



## **Grievance Procedure, Aggressive Behavior Policy, Smoking & Weapons**

We will be working closely together so we want to be sure you are aware of how you can file a grievance and what behaviors you will need to avoid when working with us.

## **Grievance Procedure**

We would like to resolve any concerns you have as soon as possible. Maybe times, a conversation to sort through miscommunications or misunderstandings will be enough to address the issue. If this does not resolve your concern, WMMHC has established a grievance procedure for clients who believe their rights have been violated by the Center. If you feel your rights have been violated, please ask for the Grievance form. The instructions to file the grievance are on the form.

## **Aggressive Behavior Policy**

All WMMHC Programs are designed to provide a safe place for our clients and staff. Aggressive behavior does not fit into this philosophy and will not be tolerated at WMMHC facilities, against other clients or WMMHC staff. Aggressive behavior is defined as yelling, pushing, physical fighting, throwing objects, swearing, or acting in a manner perceived to be threatening. If aggressive behavior occurs, WWMHC will use the guidelines below to determine the appropriate course of action. The WMMHC staff member, possibly after consultation with a supervisor, may choose a different course of action or move through the steps more quickly, depending on the severity of the behavior.

**STEP ONE**: You/your child will be asked to leave the program/office for the day and you/your child will be referred to a member of your treatment team to address the aggressive behavior.

**STEP TWO**: You/your child will be asked to leave the program/office for one week. Prior to returning, you/your child will be required to meet with a member of your treatment team to develop a plan for adherence to the policy.

**STEP THREE**: You/your child will be asked to leave the program/office for 30 days. Prior to returning, you/your child will be required to attend a treatment team meeting to evaluate the appropriateness of continued participation in the program.

PLEASE NOTE: Due to the unique nature of 24-hour crisis programs, residential programs, and secure units as well as the CSCT programs, additional policies may apply in those programs.

#### **Smoking & Weapons**

WMMHC is invested in the health and well-being of clients and staff. All WMMHC facilities are non-smoking which includes all types of tobacco, vaping, and e-cigarettes. No firearms or weapons are allowed at any WMMHC facility.



## Notice of Privacy Practices Effective Date April 2017

THIS NOTICE DESCRIBES HOW MEDICAL INFORMATION ABOUT YOU MAY BE USED AND DISCLOSED AND HOW YOU CAN ACCESS TO THIS INFORMATION. PLEASE REVIEW IT CAREFULLY. MEDICAL INFORMATION INCLUDES SUBSTANCE USE DISORDER INFORMATION.

#### OUR COMMITMENT AND LEGAL DUTY

Western Montana Mental Health Center recognizes the importance of maintaining the confidentiality and security of your protected health information or 'PHI' (individually identifiable information relating to your past, present or future health condition, provision of health care to you, or payment for that health care). As required by law, we maintain safeguards to protect your health information against unauthorized access, use, or disclosure. We are required to give you this notice to inform you of our legal duties and your rights concerning your protected health information, and how we may use or disclose that information. WMMHC is required by law to abide by the terms of this Notice. We reserve the right to change the terms of this Notice and to make the revised Notice effective for health information we already have about you and any we receive in the future. A copy of the current notice will be posted in a common area of our facilities. You may also request a copy of this notice at any time or access it on our website (www.wmmhc.org).

#### HOW WE MAY USE AND DISCLOSE YOUR HEALTH INFORMATION

As a health care provider, we use and sometimes disclose your PHI for the purposes of treatment (for example to coordinate your care with another provider), payment (verify eligibility and submit claims) and for health care operations (for example quality assurance and improvement activities). Except as outlined below, we will not use or disclose your protected health information for any other purpose or to any one else unless you have given us your authorization to do so. You may give us authorization to disclose your health information to anyone whom you designate. Your authorization must be in writing, using our Release of Information form designating what information may be released and to whom it may be released. You may revoke an authorization at any time but a revocation will not affect any use or disclosure permitted by the authorization while it was in effect.

Your PHI related to **substance use disorder treatment** is protected by additional Federal laws and regulations which provide a higher level of protection in some circumstances. For example, under these laws, WMMHC may not say to a person outside WMMHC that you attend the program, nor may WMMHC disclose any information identifying you as an alcohol or drug abuser, or disclose any other protected information except as permitted by federal law. Other exceptions to permitted uses and disclosures of information related to substance use are indicated in the following section in this notice.

### Uses or Disclosure of Your Protected Health Information Permitted or Required Without Your Authorization

When required by law. For example, we may disclose PHI when a law requires us to report certain information, or in response to a court order provided that certain regulatory requirements are met. We may also disclose PHI as required or permitted by law to report suspected abuse or neglect, and as required by authorities that monitor compliance with privacy laws.

In a medical emergency. We may disclose PHI to medical personnel in cases of medical emergency.

To avert threats to health or safety. In order to avoid a serious threat to health or safety, we may disclose PHI to law enforcement in certain situations such as when a threat is made to commit a crime on the program premises or against program personnel.

For research. We may disclose your information for scientific research if certain requirements are met.

**Working with Business Associates.** PHI may be disclosed to a qualified service organization or business associate who may perform various functions on our behalf or provide certain types of services such as WMMHC's legal counsel and our electronic health records system vendor. Agreements with such parties subject them to the same legal requirements regarding the protection of your PHI.

Relating to decedents. We may disclose certain information to coroners, medical examiners and/or funeral directors as consistent with the law.

Public Health / Health Oversight: We may disclose PHI as required to public health authorities and to a health oversight agency for activities authorized by law such as audits, investigations, inspections and licensure.

Treatment and Payment. We may use and disclose your PHI for treatment and payment purposes (described in the second paragraph of this notice). This does not apply to disclosures of Substance Use Disorder specific treatment information, which requires your authorization.

**Military and Special Government Functions.** If you are a member of the armed forces we may release information as required by military command authorities. We may also disclose information to Correctional Institutions or for national security purposes. This does not apply to disclosures of Substance Use Disorder specific treatment information, which requires your authorization.

Unless you object, we may also disclose your health information that is relevant to a family member, relative, close personal friend or any other person identified by you who is involved in your health care or payment related to your health care. This does not apply to disclosures of Substance Use Disorder specific treatment information, which requires your authorization.

#### Disclosures of Your Protected Health Information that Require Your Authorization

We will ask for your written authorization before we use or disclose your protected health information for any purpose other than those describe above. For example, we would require your authorization for the use or disclosure of psychotherapy notes in most cases (please note that progress notes are not considered psychotherapy notes). We would also require your authorization for uses or disclosures for certain types of marketing activities and any disclosure that constitutes a sale of health information.

#### YOUR RIGHTS REGARDING YOUR HEALTH INFORMATION

You have the following rights regarding your health information:

Right to Inspect and Copy. In most cases, you have the right to inspect and obtain a copy of your health information that we maintain in a designated record set. Usually, this includes health information that is used to make decisions about your care, as well as billing records, but does not include psychotherapy notes or information compiled for use in civil, criminal or administrative proceedings, or in other limited circumstances. You must submit your request in writing using our access request form, and we may charge a fee to cover the cost associated with providing you with a copy. In addition, we may deny your request to inspect and copy your information in certain limited circumstances. Depending on the circumstances of the denial, you may have the right to have this decision reviewed.

Right to Amend. If you believe that health information we have about you is incorrect or incomplete, you may ask us to amend that information for as long as the information is kept by us. To request an amendment your request must be made in writing using our amendment request form. We may deny your request if, for example, we determine that your information is accurate and complete, or if the information was not created by us or is not part of the designated record set

Right to Request Restrictions. You have the right to request a restriction or limitation on certain uses and disclosures of your health information. WMMHC is not required to agree to restrictions you request except under certain circumstances, but if it does agree, then it is bound by that agreement and may not use or disclose any information you have restricted, except as necessary in a medical emergency. Your request must be in writing and contain: the information you want to limit, whether you are requesting a limitation in the use or disclosure of your information, or both, and to whom you want the limitation applied.

Right to an Accounting of Disclosures. You have the right to request a list of disclosures of your health information made by WMMHC. We are not required to provide an accounting of disclosures made to you, disclosures made pursuant to your authorization or certain other disclosures otherwise permitted or required by law (for example, disclosures made for the purposes of treatment, payment or healthcare operations). Your request must be submitted in writing and must specify a time period which may not exceed six years. The first list you request within a 12-month time period will be free; we may charge a fee for additional lists requested within the same 12-month period.

Right to Choose How We Contact You. You have the right to request that we communicate with you in a certain way or at a certain location. For example, you may request that we contact you only by phone or mail or email and only at work or at home. These requests must be in writing to the address below. We will accommodate any reasonable requests.

Right to a Paper Copy of this Notice. You also have the right to receive a paper copy of this notice at any time.

Right to be Notified of a Breach. You have the right to be notified if a breach occurs that may have compromised the privacy or security of your information.

## **QUESTIONS AND COMPLAINTS**

You may contact WMMHC if you have a question about this Notice. You may also file a complaint with WMMHC or with the Department of Health and Human Services, Office for Civil Rights if you believe your privacy rights have been violated. You will not be penalized for filing a complaint. To ask a question or file a complaint with WMMHC submit your question or complaint in writing to:

WMMHC Administration ATTN: Privacy Officer 1321 Wyoming Street Missoula, MT 59801 406.532.8400

Notice of Privacy Practices-Most Recent Review May 2022 Page **2** of **2**