

CLIENT ORIENTATION  
MANUAL



**WESTBROOK**

*Health Services*

Community Focused. People Driven.

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# ***Community Focused, People Driven***

## **VISION STATEMENT**

For seventy years, your regional leader in comprehensive behavioral healthcare, providing quality treatment, support, and education for individuals, families, and the community

## **OUR VALUES**

Westbrook Health Services is a private, not-for-profit agency providing individuals with comprehensive, integrated services that address mental health, intellectual and developmental disabilities and substance use disorders. Westbrook serves an eight-county region in West Virginia that includes Wood, Jackson, Wirt, Roane, Calhoun, Ritchie, Pleasants and Tyler counties

## **MISSION STATEMENT**

Empowering people to achieve their greatest potential, Westbrook Health Services, Inc. is the industry leader in providing comprehensive care to individuals with mental health, developmental, substance use disorder challenges

### ***In our daily work with those we serve and each other, we will:***

- Respond with empathy and compassion
  - Protect privacy and confidentiality
  - Promote dignity and respect
- Focus on the strengths of the individuals we work with and serve
- Provide services based on informed participation by those we serve and their families
  - Base our services on clinically sound best practices
- Deliver our services and perform our work with professionalism and competence
  - Observe the highest ethical and practice standards
    - Act, speak and make decisions with integrity
  - Demonstrate organizational and fiscal responsibility



# CLIENT RIGHTS

Westbrook Health Services (WHS) respects the human and civil rights of all individuals. WHS makes all efforts to ensure that a client's human and civil rights are promoted, exercised and protected. It is important for you to understand your rights. If you need assistance in reviewing your rights, please let us know.

**As a client of WHS, your basic rights include, but are not limited to the following:**

1. The right to treatment and services provided with consideration and respect for personal dignity, autonomy and privacy provided in the least restrictive, most appropriate and potentially most effective setting;
2. The right to an individualized service (treatment) plan that addresses your mental health, physical health, social and economic needs, and specifies the provision of appropriate and adequate services, as available, either directly or by referral;  
  
You can expect:
  - Your plan to be developed with you promptly after admission;
  - Ongoing informed participation in the treatment planning process;
  - Your treatment to be based on the plan;
  - Your needs to be reviewed and reassessed periodically, and your plan to be revised as needed, and to include a description of the services that may be needed for follow-up;
3. The right to be informed of one's own condition, of proposed or current services, treatment or therapies, and of the alternatives;
4. The right to informed consent, refusal or expression of choice regarding service delivery, release of information, concurrent services, and composition of service delivery team upon full explanation of the expected consequences of such consent or refusal;
5. The right to access or referral to legal entities for appropriate representation, and advocacy services to assist in understanding, exercising and protecting your rights;
6. The right to freedom from emotional, physical and/or sexual abuse, financial or other exploitation, retaliation, humiliation, and neglect;
7. The right to freedom from restraint or seclusion; (restraint and seclusion may be used in situations where there is imminent danger to yourself or others and all less restrictive methods of control have been used, and only for clients in the Crisis Response Unit);
8. The right to freedom from unnecessary or excessive medication, and medication that is not used:
  - As punishment; for the convenience of staff;
  - As a substitute for programming;
  - In ways that interfere with your participation in treatment;
9. The right to be advised of and refuse observation by techniques such as one-way vision mirrors, audio/video recorders, tele-video connection, or photographs;
10. The right to be informed of and refuse any unusual or hazardous treatment procedures;
11. The right to access to information about you in sufficient time to facilitate your decision making;

12. The right to freedom from discrimination in the provision of service on the basis of religion, race, color, creed, gender, national origin, age, gender identity, sexual orientation, physical or intellectual ability;
13. The right to participation in any appropriate and available agency service, unless there is a valid and specific necessity which precludes and/or requires your participation in other services; (This necessity shall be explained to the you and written in your service plan), regardless of: refusal of one or more other services; relapse from earlier treatment in that or another service;
14. The right to know the cost of services;
15. The right to be fully informed of all rights in a manner and language you understand;
16. The right to exercise any and all rights without reprisal in any form including continued and uncompromised access to service;
17. The right to file a grievance, and to have oral and written instructions for filing a grievance;
18. The right to investigation and resolution of alleged infringement of rights;
19. The right to be informed in advance of the reason(s) for discontinuance of services, and to be involved in planning for the consequences of that event;
20. The right to an explanation of the reasons for denial of service.

**As a client of WHS, your rights to privacy of Protected Health Information (PHI) include, but are not limited to the following:**

1. The right to be informed of the WHS Notification of Privacy Practices and procedures;
2. The right to confidentiality of communications and all personally identifying information within the limitations and requirements for disclosure and state or federal statutes, unless the you or your parent / legal guardian specifically authorize release of information;
3. The right to access to your treatment records, unless access to particular identified items is specifically restricted for clear treatment reasons in your treatment plan; ("clear treatment reasons" means only severe emotional damage that will lead to imminent risk and your treatment team will explain to you and anyone you authorize, the facts about you that necessitate the restriction);
4. The right to an annual renewal of any restriction for clear treatment reasons;
5. The right to authorize anyone you choose to have unrestricted access to your treatment records;
6. The right to written notice of WHS policy/procedures for viewing/obtaining copies of your treatment records;
7. The right to request the following:
  - A denial of access reviewed under specific conditions;
  - Restrictions on uses/disclosures of PHI;
  - Alternative confidential communications;
  - Amendment of PHI;
  - An accounting of disclosures of PHI made for reasons other than treatment, payment and/or other healthcare operations.

# CLIENT RESPONSIBILITIES

Each person receiving services from Westbrook Health Services has an obligation to make their experience a successful one. Success is much more likely if you become involved in your own care. Basic Client Responsibilities include:

1. The responsibility to assist in the development of your personal treatment plan;
2. The responsibility to follow through on mutually agreed-upon treatment assignments;
3. The responsibility to be honest and forthright in describing your personal problems and reactions to services;
4. The responsibility to use medications only as directed;
5. The responsibility to keep scheduled appointments and to cancel in advance when attendance is not possible. A "No-Show" fee may be assessed
6. The responsibility to comply with the rules and procedures established by the service program and Westbrook Health Services;
7. The responsibility to respect the rights of other consumers and the staff of Westbrook Health Services;
8. The responsibility to keep confidential the identity, personal information, and personal comments of other consumers;
9. The responsibility to respect the personal property of other consumers and Westbrook Health Services
10. The responsibility to pay for services provided at the agreed-upon rate.

**Westbrook Health Services, Inc.**  
**Administrative Offices**  
2121 Seventh Street  
Parkersburg, WV 26101  
304-485-1721 Voice : Parkersburg  
304-485-6710 Fax : Parkersburg  
800-579-5844 Voice : Toll Free Crisis Line (in WV)

info@westbrookhealth.com E-mail  
www.westbrookhealth.com Web Site

# PRIVACY PRACTICES

## WESTBROOK HEALTH SERVICES NOTICE OF PRIVACY 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 CAREFULLY.

### **Our Duty to Safeguard Your Protected Health Information**

Individually Identifiable Health Information (IIHI) about your past, present, or future health or condition, the provision of health care to you, or payment for the health care is considered "Protected Health Information" ("PHI"). We are required to extend certain protections to your PHI, and to give you this Notice about our privacy practices that explains how, when and why we may use or disclose your PHI. Except in specified circumstances, we must use or disclose only the minimum necessary PHI to accomplish the intended purpose of the use or disclosure. We are required to follow the privacy practices described in this Notice, although Westbrook Health Services reserves the right to change our privacy practices and the terms of this Notice at any time. You may request a copy of the notice from any Westbrook Health Services site. You may also access the notice on our website at [www.westbrookhealth.com](http://www.westbrookhealth.com).

### **How We May Use and Disclose Your Protected Health Information**

We use and disclose PHI for a variety of reasons: We have a limited right to use and/or disclose your PHI for purposes of treatment, payment or our health care operations. For uses beyond that, we must have your written consent unless the law permits or requires us to make the use or disclosure without your consent. If we disclose your PHI to an outside entity in order for that entity to perform a function on our behalf, we must have in place an agreement from the outside entity that it will extend the same degree of privacy protection to your information that we must apply to your PHI. However, the law provides that we are permitted to make some uses/disclosures without your consent or authorization. You may revoke an authorization as provided for in the privacy rules. The following offers more description and some examples of our potential uses/disclosures of your PHI.

### **Uses and Disclosures Relating to Treatment, Payment or Health Care Operations**

**For treatment:** We may disclose your PHI to doctors, nurses, and other health care personnel who are involved in providing your health care. For example, your PHI will be shared among members of your treatment team. Your PHI may also be shared with outside entities performing other services relating to your treatment, such as lab work, or for consultation purposes and/or other community agencies involved in provision or coordination of your care.

**To obtain payment:** We may use/disclose your PHI in order to bill and collect payment for your health care services. For example, we may contact your employer to verify employment status, and/or release portions of your PHI to the Medicaid program, Medicare, WV State Bureau for Behavioral Health and Health Facilities (BHBF), DHHR, a private insurer or other payers to get paid for services that we delivered to you. We may release information to the Office of the Attorney General for collection purposes. If you pay for your services in full "out-of-pocket", you may request that we not share your information with your health plan.

**For health care operations:** We may use/disclose your PHI in the course of operating our facilities and/or Programs. For example, we may take your photograph for medical identification purposes, use your PHI in evaluating the quality of services provided or disclose your PHI to our accountant or attorney for audit purposes. Since we are an integrated system, we may disclose your PHI to designated staff in our other facilities, programs, or our central offices for similar purposes.

**Appointment reminders.** Information about Treatment Alternatives, other health-care related benefits and services that may be of interest and fund-raising to benefit Westbrook Health Services: Except for "refill reminders", unless you provide us with alternative instructions or opt out, we may provide appointment reminders, information about treatment alternatives and other health care-related benefits and services and fund-raising that benefits Westbrook. If you wish, you may opt out of fund-raising contacts.

### **Uses and Disclosures Requiring Authorization**

For uses and disclosures beyond treatment, payment and healthcare operations purposes and/or uses and disclosures not specified in our Notice of Privacy Practices, we are required to have your written authorization, unless the use or disclosure falls within one of the exceptions described below. Authorizations can be revoked at any time except to the extent that we have already undertaken an action in reliance upon your authorization. Uses and disclosures of any protected health information for marketing purposes and disclosures that constitute the sale of PHI require an authorization. While Westbrook staff do not maintain "psychotherapy notes", if such documents exist, they will only be used and disclosed with an authorization. Other uses and disclosures not described in this Notice will be made only with authorization from you.

### **Uses and Disclosures of PHI from Mental Health Records Not Requiring Consent or Authorization**

The law provides that we may use/disclose your PHI from mental health records without consent or authorization in the following circumstances:

**When required by law:** We may disclose PHI when a law requires that we report information about suspected abuse, neglect, advocacy, domestic violence, Duty to Warn or in response to a court order. We must also disclose PHI to authorities that monitor compliance with these privacy requirements.

**For public health activities:** We may disclose PHI when we are required to collect information about disease or injury, or to report vital statistics to the public health authority.

**For health oversight activities:** We may disclose PHI to our central office, a protection and advocacy agency or another agency responsible for monitoring the health care system for such purposes as reporting or investigation of unusual incidents, and monitoring of federal programs such as the Medicaid program.

**Relating to decedents:** We may disclose PHI relating to your death to coroners, medical examiners or funeral directors, to organ procurement organizations relating to organ, eye, or tissue donations or transplants or for research purposes. We may disclose PHI to family members and others who were involved in the care or payment for care prior to death, unless doing so would be inconsistent with any prior express preference of you might have had that is known to us. Otherwise, we must follow the HIPAA Omnibus Privacy Rule with respect to PHI of a decedent.

**For research, audit or evaluation purposes:** In certain circumstances, we may disclose PHI for research, audit or evaluation purposes.

**For research purposes:** In certain circumstances, and under review of the Human Rights Committee and Westbrook Administration, we may disclose PHI to our central office research staff and their designees in order to assist medical/psychiatric research.

**To avert threat to health or safety:** In order to avoid a serious threat to health or safety, we may disclose PHI as necessary to law enforcement or other persons who can reasonably prevent or lessen the threat of harm. For specific government functions: We may disclose PHI of military personnel and veterans in certain situations, to correctional facilities in certain situations, to government benefit programs relating to eligibility and enrollment, and for national security reasons, such as protection of the President.

### **Uses and Disclosures of PHI from Alcohol and Other Drug Records Not Requiring Consent or Authorization**

The law (42 CFR Part 2 and HIPAA) provides that we may use/disclose your PHI from alcohol and other drug records without consent or authorization in the following circumstances:

**When required by law:** We may disclose PHI when a law requires that we report information about suspected child abuse and neglect, or when a crime has been committed on the program premises or against program personnel, or in response to a court order.

**Relating to decedents:** We may disclose PHI relating to your death if state or federal law requires that we provide it for vital statistics collection or for inquiry into cause of death.

**To avert threat to health or safety:** In order to avoid a serious threat to health or safety such as your death or as in Duty to Warn situation, we may disclose PHI. With respect to the latter, we may disclose PHI to law

### **Uses and Disclosures Requiring You to have an Opportunity to Object**

In the following situations, we may disclose a limited amount of your PHI if we inform you about the disclosure in advance and you do not object, as long as law does not otherwise prohibit the disclosure.

**Patient Directories:** Although Westbrook Health Services currently does not maintain a facility that creates “patient directories” nor does it “share religious affiliation with clergy”, if Westbrook were to have such a facility, your name, location, and general condition may be put into a patient directory for disclosure to callers or visitors who ask for you by name and your religious affiliation may be shared with clergy.

**To families, friends or others involved in your care:** We may share with these people information directly related to their involvement in your care, or payment for your care. We may also share PHI with these people to notify them about your location, general condition, or death.

### **Your Rights Regarding Your Protected Health Information**

**Right to request restrictions on uses/disclosures:** You have the right to ask that we limit how we use or disclose your PHI. We will consider your request, but are not legally bound to agree to the restriction. Further, you have a right to restrict certain disclosures of Protected Health Information to a health plan where you pay out of pocket in full for the healthcare item or service. With the exception of the former, to the extent that we do agree to any restrictions on our use/disclosure of your PHI, we will put the agreement in writing and abide by it except in emergency situations. We cannot agree to limit uses/disclosures that are required by law.

**Right to choose how we contact you:** You have the right to ask that we send you information at an alternative address or by an alternative means. We must agree to your request as long as it is reasonably easy for us to do so.

**Right to inspect and request a copy of your PHI:** In accordance with Federal Substance Abuse Confidentiality laws and HIPAA, unless your access to your records is restricted for clear and documented treatment reasons, you have a right to see your protected health information upon your written request. We will respond to your request within 30 days or inform you of the reasons for any delay. If we deny your access, we will give you written reasons for the denial and explain any right to have the denial reviewed. If you want copies of your PHI, a charge for copying may be imposed, depending on your circumstances. You have a right to choose what portions of your information you want copied and to have prior information on the cost of copying. You also have a right to obtain a copy of such information in an electronic format and must do so in writing and you may direct us to transmit such copy directly to your designee, provided that any such choice is clear, conspicuous, and specific.

**Right to request amendment of your PHI:** If you believe that there is a mistake or missing information in your record, you may request, in writing, that we correct or add to the record. We will respond within 60 days of receiving your request. We may deny the request if we determine that the PHI is: (1) correct and complete; (2) not created by us and/or not part of our records, or (3) not permitted to be disclosed. Any denial will state the reasons for denial and explain your rights to have the request and denial, along with any statement in response that you provide, appended to your PHI. If we approve the request for amendment, we will address the change, inform you that we did so and tell others that need to know about the change in the PHI.

**Right to find out what disclosures have been made:** You have a right to get a list of when, to whom, for what purpose, and what content of your PHI has been released other than instances of disclosure for treatment, payment, and operations; to you, your family, or the facility directory; pursuant to your written authorization, made for national security purposes or to law enforcement officials or correctional facilities. Your request can relate to disclosures going as far back as three (3) years, but will not include disclosures made prior to April 14, 2003. We will respond to your written request for such a list within 60 days of receiving it. There will be no charge for up to one such list each year. There may be a charge for more frequent requests.

**Right to choose someone to act for you:** You may give someone a medical power of attorney to exercise your rights and make choices about your health information. A legal guardian / Parent can also act in that way. We will assure that person has this authority before we take an action.

**Right to receive this notice:** You have the right to receive a copy of this Notice. You may choose from the following methods to receive your copy: paper, electronically by individual encrypted email or by accessing our website, where the privacy notice is posted. If you choose to access the website, you must sign a document indicating you have read and understood the notice so that we can document that you have received our Notice. (Note: Individuals committed to a mental health facility through the criminal justice system do not have a right to this notice.)

**Right to be notified in the event of a breach:** You have a right to be notified if there is a breach of unsecured PHI.

**Right to “opt out” of fundraising communications:** You have a right to opt out of fund-raising communications.

#### **How to File a Grievance about our Privacy Practices:**

If you think we may have violated your privacy rights or you disagree with a decision we made about access to your PHI, you may file a grievance with the person listed below. The procedure to file a grievance is available at any Westbrook Health Services site, but includes: The filing must be in writing, must include the entity or individual who you believe has violated your privacy rights. You may also may file a written complaint with the Secretary of the U.S. Department of Health and Human Services at 200 Independence Avenue SW, Washington D.C., 20201 or call 1-877-696-6775. We will take no retaliatory action against you if you make such complaints.

#### **PRIVACY GRIEVANCES:**

Grievances must be submitted in writing to:  
Grievances Contact/Privacy Officer  
Westbrook Health Services, Inc.  
2121 Seventh Street  
Parkersburg, WV 26101

#### **PRIVACY INFORMATION:**

**If you have questions about this Notice about our privacy practices, please contact  
Information Contact / Privacy Officer  
Westbrook Health Services, Inc.  
2121 Seventh Street  
Parkersburg, WV 26101**

# CONSUMER COMPLAINT GRIEVANCE AND APPEAL PROCESS

## CONSUMER COMPLAINT AND GRIEVANCE PROCEDURES

### REQUIREMENTS:

1. At intake, Westbrook Health Services will inform all consumers and/or Legal Representatives of these Complaint, Grievance and Appeals Procedures. Intake staff will explain the process to consumers and document that they have been informed in their file.
2. Upon request, Westbrook Health Services will arrange for consumers and/or Legal Representatives or anyone requesting them, to have ready access to:
  - a. The Westbrook Health Services Complaint, Grievance and Appeals Procedures and forms;
  - b. The Westbrook Health Services Client Rights and Responsibilities Statement, which includes references to the right to complain, grieve and appeal; and
  - c. The name (s) and contact information for available advocates;
3. Complaints and Grievances should be made as soon as possible within fifteen (15) calendar days of the occurrence of the circumstance. Complaints and Grievances regarding legal obligations may be made at any time. In general, grievances should be written, although they may be verbal in some specific cases. Verbal grievances must be committed to writing.
4. Complaints and Grievances filed about suspected or actual occurrence of a violation of a consumer's rights will be reported to the CEO or designee within 24 hours. Westbrook staff will follow mandatory reporting requirements regarding reports of alleged, suspected or actual occurrence of abuse, neglect or emergency condition as reflected in 803.006 Incident/Mandatory Reporting Procedures.
5. Westbrook Health Services will conduct administrative investigations of grievances as follows:
  - a. Consumers and/or representatives must file a complaint or grievance in writing with the CEO of Westbrook Health Services. For Privacy Violations see Procedure 803.005.04;
  - b. Westbrook Health Services will conduct administrative investigations of complaints and grievances independently from investigations by law enforcement;
  - c. The CEO or designee will initiate thorough investigations of complaints and grievances within 24 hours of receiving reports, if warranted;
  - d. Investigations will follow procedure 803.006.02 Critical Incident Procedures.
  - e. A written response will be submitted to the CEO within 21 days of the incident. The response will include:
    1. A restatement of the case;
    2. A summary of the investigation
    3. Conclusions
    4. Recommendations;
  - f. The CEO will review reports and make decisions about dispositions within three (3) workdays of receipt;
  - g. Copies of the decisions will be filed with:
    1. The grievant;
    2. The grievant's Case Manager or other advocate, if applicable;
    3. Employees and supervisors involved; and
    4. The Westbrook Human Rights Committee (by verbal report);
  - h. A brief note will be placed in the consumer's file indicating the incident and the effect it may have had on the consumer's illness or treatment, if any;

6. Consumers may have less serious complaints about things with which they do not agree or may choose to appeal some element (s) of their treatment. In general, this may be a less serious issue that does not require filing formal written Complaints and Grievances, as defined above. Consumers may register their disagreement with something. If not resolved to their satisfaction, they may utilize other avenues to assure their concern is addressed, which may include filing a Grievance. In general, the internal process for less serious complaints is:
  - a. Complaints will be addressed at the lowest possible level;
  - b. Complaints:
    1. The Consumer or Legal Representative will indicate their complaint with respect to some thing with which they disagree;
    2. It is not always necessary for simple complaint resolutions to be formally documented, although they may be mentioned in clinical notes;
    3. If the simple complaint cannot be resolved at the front-line level per above, the complaint can be escalated following the chain of command;
7. Westbrook will not tolerate retaliation (including discharge or discrimination) against any individual or person served by Westbrook, any workforce member or other individual who has filed or assisted in the filing of a complaint or grievance or has investigated or acted on a complaint or grievance. Any staff member who becomes aware of retaliation should immediately contact the CEO;
8. Westbrook Health Services realizes that due process mechanisms exist beyond the internal actions of Westbrook Health Services. Complaints, Grievances and Appeals may be filed directly to the bodies listed below or if issues are not resolved by Westbrook to the satisfaction of a consumer and/or legal representative they may be appealed to and follow the appeal procedures of these bodies:
  - a. Westbrook Health Services Board of Directors;
  - b. An advocacy body (such as the WV Ombudsman, Disability Rights of West Virginia (Advocate), and etc.);
  - c. The State Licensing authority, OHFLAC;
  - d. Bureau for Medical Services;
  - e. WV DHHR;
  - f. Other means to remedy their grievances outside of these procedures (see 9, below);
9. When a consumer or representative files complaints, grievances or appeals to others (APS, Medicaid, BMS, Waiver, etc.), these actions are not part of Westbrook Health Services' Complaint, Grievance and Appeals process and not subject to the provisions of these procedures;
10. Westbrook Health Services recognizes that consumers and/or representatives may need help in filing a complaint, grievance or appeal. Westbrook staff have a responsibility to advocate and assist consumers:
  - a. Westbrook staff members who are a party in a complaint or grievance may not provide assistance. In this instance, supervisors should assign someone else to assist, assist the consumer or Legal Representative themselves or refer to other advocates for assistance;
  - b. If Westbrook staff assist a consumer in filing a complaint, grievance or appeal, staff should assure that the written document is a fair and accurate representation of the allegation. Staff should take care to say or write exactly what the individual reports. Staff should not interpret or make any corrections unless the individual approves the interpretation or correction. Staff should always read what is to be filed to the individual to assure accuracy. Staff who assist with a complaint, grievance or appeal should document:
    1. The date and time of dictation of the document;
    2. The name of the consumer or representative who dictated the document;
    3. The name of the staff who wrote the document;
    4. The name of the staff who filed the written document;
    5. The name of the staff who received the document;
    6. Exactly what was said;
  - c. Consumers and/or representatives should always sign or make "their mark" on complaints, grievances or appeals. Staff should witness the mark or signature;

# FINANCIAL HANDOUT

## FINANCIAL AND CHARITY CARE HANDOUT v4

- I authorize the release of clinical and/or billing information to health benefit programs including, but not limited to, Medicare, Medicaid, Third party insurance plans or private pay. I further authorize the release of this information to Westbrook Health Services' collection agency, attorney(s), and the courts in the event of a default on payments. Information which I am authorizing disclosure and use includes, but is not limited to: demographic information, assessment and diagnostic information, treatment recommendations, planning, and review information and/or treatment services, notes and records for the purpose of determining and/or establishing eligibility, making and processing claims for payment and/or utilization review activities;
- I authorize payment of all medical benefits for services to be paid directly to Westbrook Health Services;
- I agree to provide my medical card, my insurance card, Medicare card and/or any other funding source Identification Card so a copy may be made at my first visit of each month or as requested. I understand that if I fail to report all of my available funding resources, I may receive a Private Pay bill and be responsible for charges incurred;
- I agree to inform Westbrook if I am in an Affordable Care Act (ACA) 'grace period' and which 'grace period month' applies to me. I understand that Westbrook will check with my insurer regarding this information and will document what Westbrook is told. I understand that the 'grace period' of ninety (90) days exists when I am receiving assistance with my healthcare premiums from the federal government and I am behind with paying my premium payments. I understand that after the first 30 days, I will enter the sixty-day phase. Westbrook MAY continue my services, but will not be reimbursed unless I pay my premiums by the end of the 'grace period'. Failure to pay or only paying partial payments does not take me out of the 'grace period'. I understand that if I do not pay, my insurance will be canceled and Westbrook will expect full payment from me for services provided as well as co-payments, co-insurances and deductibles.
- Westbrook accepts payment through MasterCard, Visa, cash, checks, credit card online and / or money orders. The online payment website can be found at <https://www.patientnotebook.com/westbrook/payment>. I understand that Westbrook also has a program to retain my credit card number and bill it automatically. Specific programs may require special payment arrangements. Finance staff will discuss these options with me. I understand that I am responsible for my account if my card (s) is/are invalid. I understand that I am responsible for the allowable amount that my insurance, Medicare or other coverage does not pay and any 'grace period' payments as noted above. I understand that I am responsible to pay my bill if insurance does not pay in a timely manner. I understand that if I am a Title XIX ID/DD or TBI Waiver recipient, Waiver will pay for all Waiver-paid services. I understand that if I, or someone on my behalf, pays for my services in full, the HIPAA Omnibus Act permits me to request that Westbrook not inform my health plan of such service(s). I understand that I have received information regarding my co-pay, co-insurance and deductible balances, if Westbrook has access to the information;
- I understand that if my payment is denied for any reason, Westbrook will charge a processing charge at the current rate in effect at the time.
- I understand that my "co-pay" is an amount I must pay at each visit and is not part of my co-insurance. I understand that my co-insurance is my share of my medical expenses and is not part of my co-pay. I understand that a deductible is an "out-of-pocket" amount I must pay prior to insurance paying its share of my medical bills. I understand that if my deductible has not been met, payment must be made in full at the time of the service or a payment plan must be developed to cover for any allowable amounts not covered by a payer source. I also understand that I must pay co-pays and/or co-insurance at the time of service in addition to remaining in compliance with my payment plan.

**I further understand that these amounts, including the Medicare Patient**

**Responsibilities, must be paid at the reception desk prior to receiving services to keep my account current.**

- I understand that if I am a private pay consumer, I may not change from private pay unless I submit an insurance or other funding resource card. I understand that any debt accumulated under private pay cannot be covered by acquiring Charity Care coverage;
- I understand that any consumer who is a young adult (over age 18 years) is legally an adult and responsible for his/her medical care costs. Westbrook will honor parent's insurance if the consumer is still covered (for example, college students or under ACA). I understand that for children and young adults (still covered under parental insurance), if both parents have health insurance, the parent with the first birthday of the year is most often the primary insurer. Please check your insurance policy to determine which is primary before your appointment;
- Payment plans and balance due: I understand:
  - If I have a private pay balance below \$300 and am not making regular payments, I will be asked to start making payments OR set up a payment plan. If I decide to set up a payment plan, payments will be calculated as follows: less than \$100 will be paid in full over a 3-month period and \$101-\$299 will be paid in full over a 6-month period.
  - If I have a balance of \$300 or more, I must set up a payment plan according to my balance amount. The payment amount will be calculated to achieve total payoff of the balance over a 12-month period.
  - If I refuse to set up a payment plan during my visit, I understand that I will not be rescheduled until action is taken on my account. Action may include: paying in full or establishing a payment plan. For doctor's office consumers, I understand that my next visit will be my last visit and I will be provided a 30-day supply of medication and given options of other agencies I can go to for future services.
  - I understand that I will be set up on a payment plan even if I qualify for Charity Care. I will be informed about our Charity Care (fee waiver) application, but I understand that I will still be responsible for my bill and must follow to the payment plan until an application is complete and approved.
  - If I am delinquent in the private pay agreement (for example, I have not made a payment in the past 30 days) and have a balance in excess of \$500, I understand that I will not be scheduled for any more appointments unless a clinical justification has been approved to reduce the balance below \$500. If I am not seen for 160 days and have not paid on the private pay agreement, my chart will be closed and my account will be sent to a collection agency.
  - If my balance continues to increase (despite payments I make) I understand and agree to increase my monthly payment amount in order to pay my balance in full in the agreed upon 12-month period.
- I understand that I am responsible for notifying Westbrook Health Services, Inc. of any changes in the above information;

**MEDICARE DISCLOSURE (Only pertains to me if I have MEDICARE as a payer source):**

- I understand that only Westbrook staff members with individual Medicare Provider numbers may provide Medicare services;
- Westbrook may have to provide my services under the Medicare "Incident to" rules. If so, I understand that I must receive services from a Westbrook provider who is permitted to bill Medicare, first, and then an Incident to provider may provide my services;
- I understand that I have Medicare co-pays and co-insurance and I must pay them.
- I understand that an Advanced Beneficiary Notice (ABN) may be filled out when applicable in order to document that I may have to pay for services Medicare is expected to DENY. I further realize that an ABN is not mandatory UNLESS Medicare is expected to DENY my service and that an ABN is not required for "Incident to" services if I refuse to see a Westbrook provider or refuse to follow Medicare's rules;

**CHARITY CARE:**

- I understand and will follow all requirements under Charity Care, if I am eligible. Failure to provide information needed for Charity Care (fee waiver) will result in a private pay bill;
- I agree to apply for Medicaid (a Medical Card) and/or Social Security if I am eligible to receive them.