



Consent for Mental Health Treatment

1. Mental health treatment may include assessment; diagnosis; crisis intervention; individual, group, or family therapy; medication (as needed by referral); substance abuse treatment; training in daily living and social skills; prevocational training; and/or case management services. Qualified professional staff members from TYFS provide outpatient services. (You may also be financially responsible for treatment planning and consultation activities that may take place without you being present)
2. Outpatient treatment may consist of contacts between qualified professionals and clients, focusing on the presenting problem and associated feelings, possible causes of the problem and previous attempts to cope with it, and possible alternative courses of action and their consequences. You and the treatment staff will plan the frequency and type of treatment. Every effort will be made to provide you with services in the language of your choice.
3. You are expected to benefit from treatment, but there is no guarantee that you will. Maximum benefits will occur with regular attendance, but you may feel temporarily worse while in treatment.
4. You will be expected to pay (or authorize payment of) all or some part of the costs of treatment received. The amount you pay is dependent upon your ability to pay based on your income and personal financial situation. If legal action is initiated to collect your bill, you will be responsible for paying all reasonable attorney fees and court costs in addition to any judgment against you.
5. Failure to keep your appointments or to follow treatment recommendations may result in your treatment being discontinued. If you cannot keep your appointment, you are expected to notify the clinic.
6. All information and records obtained in the course of treatment shall remain confidential and will not be released without your written consent except under the following conditions:
 - a. As specified in the HIPAA Notice of Privacy Practices which you were given.
 - b. You are a non-emancipated minor, ward of the court, or in the event another person such as your parent or guardian, the court, or your conservator, can obtain all information about you here.
 - c. Summary data about all clients may be reported if required by the state of Nevada for the purposes of tracking and research.
 - d. Under certain circumstances, as set forth in HIPAA regulations, which you may read upon request.
 - e. In the event HIPAA confidentiality guidelines and State of Nevada law are different, we will apply the one that provides your protected health information with greater protection.
7. You have the right to accept, refuse, or stop treatment at any time.
8. This form informs that acceptance and participation in the mental health system is voluntary and is not a prerequisite for access to other community services. Individuals retain the right to access other services and have the right to request a change of provider, staff person, therapist, coordinator, and/or case manager to the extent permitted by law.

I have read the above, and I agree to accept treatment, and I further agree to all conditions set forth herein. I acknowledge that I have received a copy of this agreement.

Patient's name (printed): _____

Patient or Parent / Guardian Signature: _____ Date: _____

INFORMED CONSENT FOR TELETHERAPY

This Informed Consent for Teletherapy contains important information concerning engaging in electronic psychotherapy or teletherapy. Please read this consent carefully.

Benefits and Risks of Teletherapy

Teletherapy refers to the remote provision of psychotherapy services using telecommunications technologies such as video conferencing or telephone therapy. One of the benefits of teletherapy is that the client and therapist can engage in services without being in the same physical location. This can be helpful in ensuring continuity of care if the client or therapist are in a situation where they are unable to continue to meet in person due to extenuating circumstances. It can also increase the convenience and time efficiency of both parties. There are benefits of teletherapy, as well as some inherent risks of teletherapy. There are some differences between in-person psychotherapy and teletherapy.

Risks to confidentiality: Because teletherapy sessions take place outside of the typical office setting, there is potential for third parties to overhear sessions if they are not conducted in a secure environment. We will take reasonable steps to ensure the privacy and security of your information, and it is important for you to review your own security measures and ensure that they are adequate to protect information on your end. You should participate in therapy only while in a room or area where other people are not present and cannot overhear the conversation.

Issues related to technology: There are risks inherent in the use of technology for therapy that are important to understand, such as: potential for technology to fail during a session, potential that transmission of confidential information could be interrupted by unauthorized parties, or potential for electronically stored information to be accessed by unauthorized parties.

Crisis management and intervention: Generally, we will not engage in teletherapy with patients who are in a crisis. Before engaging in teletherapy, we will develop an emergency response plan or safety plan to address potential crisis situations that may arise during our teletherapy work. It is urgent that you share with your therapist any thought that you may have of harming yourself; and any history that you may have of suicide attempts or hospital treatment which you received for suicidal thoughts.

Efficacy: While most research has failed to demonstrate that teletherapy is less effective than in person psychotherapy, some experienced mental health professionals believe that something is lost by not being in the same room. For example, there is debate about one's ability when doing remote work to fully process non-verbal information. If you ever have concerns about misunderstandings between you and your therapist related to the use of technology, please bring up such concerns immediately and your therapist and you will address the potential misunderstanding.

Electronic Communications

We will discuss which is the most appropriate platform to use for teletherapy services. You may be required to have certain system requirements to access electronic psychotherapy via the method chosen. You are solely responsible for any cost to you to obtain any additional/necessary system requirements, accessories, or software to use electronic psychotherapy.

For communication between sessions, that email exchanges and text messages with the office should be limited to mailers such as setting and changing appointments, and other related issues. You should be aware that no therapist can guarantee the confidentiality of any information communicated by email or text. Therefore, we will not include any clinical material by email and request that you do not as well.

Treatment is most effective when clinical discussions occur at your regularly scheduled sessions, however if an urgent issue arises, you should feel free to attempt to reach us by phone. We will make every effort to return your call on the same day you make it. If you are unable to reach us and feel that you cannot wait for us to return your call, please contact our on-call therapist or 911 in the case of an emergency.

Confidentiality

Counselors have a legal and ethical responsibility to make our best efforts to protect all communications, electric and otherwise, that are a part of our teletherapy. However, the nature of electronic communications technologies is such that we cannot guarantee that our communications will be kept confidential and/or that a third party may not gain access to our communications. Even though we may utilize state of the art encryption methods, firewalls, and back-up systems to help secure our communication, there is a risk that our electronic communications may be compromised, unsecured, and/or accessed by a third party.

The extent of confidentiality and the exceptions to confidentiality that are outlined in our Disclosure Statement still apply in teletherapy. Please let us know if you have any questions about exceptions to confidentiality.

Every individual attending a group must make sure that confidentiality is kept. That means that no one in your residence may see your computer or hear anyone talking in your group session. This is a critical component of attending your on-line groups.

Emergencies and Technology

Assessing and evaluating threats and other emergencies can be more difficult when conducting teletherapy than in traditional in-person therapy. In order to address some of these difficulties, we will ask you where you are located at the beginning of each session and we will ask that you identify emergency resources that are near your location, that we may contact in the event of a crisis or emergency, to assist in addressing the situation. We may also ask that you sign a separate authorization form allowing us to contact your emergency contact person as needed during such a crisis or emergency.

If the session cuts out, meaning the technological connection fails and you are having an emergency, do not call us back but call 911 or go to your nearest emergency room. Call us after you have called or obtained emergency services.

If the session cuts out and you are not having an emergency, disconnect from the session, we will wait (5) minutes and then re-contact you via the teletherapy platform on which we agreed to conduct therapy. If you do not receive a call back within those five (5) minutes, then call us on the phone number we provided you.

If there is a technological failure and we are unable to resume the connection, you will only be charged the prorated amount of actual session time.

Fees

The same fee rates shall apply for teletherapy as apply for in-person psychotherapy.

Consent

This agreement is intended as a supplement to the general informed consent that we may have agreed to at the outset of treatment. Your signature below indicates agreement with its terms and conditions. This agreement is supplemental to the consent for treatment that is given when you sign a Client Disclosure Statement and does not amend any of the terms of that agreement.

I, _____, the client, having been fully informed of the risks and benefits of teletherapy, the security measures in place, which include procedures for emergency situations, the fees associated with teletherapy, the technological requirements needed to engage in teletherapy and all other information provided, agree to and understand the procedures and policies set forth in this informed consent.

Patient’s name (printed): _____

Patient or Parent/Guardian Signature: _____ Date: _____



PARTICIPANTS RIGHTS AND SERVICES CONTRACT

Participant Rights

1. Tahoe Youth & Family Services provides services without discrimination by race, religion, sex, ethnicity, age, disability, sexual preference and/or ability to pay.
2. To be accorded clean, safe, and sanitary accommodations in an alcohol-free and drug-free environment to meet his or her needs.
3. To be free from intellectual, emotional and/or physical abuse.
4. The confidentiality of client records maintained by this program is protected by Federal law and regulations. Generally, the program may not reveal to a person outside the program whether a client attends the program, or disclose any information identifying the person as a client, UNLESS:
 - a. The client consents in writing; *or*
 - b. The disclosure is allowed by a court order; *or*
 - c. The disclosure is made to medical personnel in a medical emergency or to qualified personnel for research, audit, or program evaluation.
 - d. Federal law and regulations do not protect any information about suspected child abuse or neglect from being reported under State law to appropriate State or local authorities.
 - e. Federal law and regulations do not protect any information about a crime committed by a client either in the program, or against any person who works for the program, or about any threat to commit such a crime. (See 42 U.S.C. 290dd-3 and 42 U.S.C. 290ee-3 for Federal laws, and 42 C.F.R., part 2 for Federal regulations.)

Violation of the Federal law and regulations is a crime. Suspected violations may be reported to the U.S. Attorney in the district where the violation occurs.

- All grievances about the drug program or services not adequately addressed by Tahoe Youth & Family Services should be taken to the appropriate state regulatory agencies. A client in Nevada can contact the Nevada State Board of Examiners for Alcohol, Drug and Gambling Counselors at 625 Fairview Dr., Suite 124 Carson City, NV 89701; telephone (775) 884-8922 if he/she wishes to file a complaint against a counselor and may contact the Nevada Division of Mental Health and Developmental Services, Substance Abuse Prevention and Treatment Agency if he/she wishes to file a complaint about the agency. For *program service complaints* call SAPTA at (775) 684-4190. For *counselor* complaints go to the State Board of Examiners for Alcohol, Drug & Gambling Counselors website at <http://alcohol.state.nv.us/> or call (775) 884-8922. For *facility* complaints contact BLC at (775) 684-5900. A client in California can contact the Toll-Free Number (877) 685-8333 In addition to the toll-free number listed, complaints can be submitted in person, by telephone, in writing, or any automated or fax, at the following: Department of Health Care Services, Substance Use Disorder Care Services, P.O. Box 997413, MS 2601, Sacramento, CA 95899-7413; telephone number (916) 327-1753, fax number (916) 322-2658; www.dhcs.ca.gov

- Title 9, California Code of Regulations, Section 13065 requires the following: Within 24 hours of the time an alleged violation of the code of conduct specified in Section 13060 by a registrant or a certified AOD counselor becomes known to an AOD program, the program shall report it to the Department and to the registrant or counselor's certifying organization. Such report may be made by contacting the Department and the certifying organization in person, by telephone, in writing, or by any automated or electronic means, such as email or fax.
 - Title 22, California Code of Regulations (CCR), Section 51341.1(p) mandates that providers must inform all beneficiaries of their right to a fair hearing at the State level if they disagree with action of denial, involuntary discharge, or deduction in DMC substance abuse treatment services. The written notice intended action and the notice must include specific information as outlined in Subsection (p) (1). Written requests should be directed to: California Department of Social Services, State Hearings Division, P.O. Box 944243, M.S. 19-37, Sacramento, CA 94244-2430. Oral requests should be directed to: telephone 1-800-952-5253; TDD Number 1-800-952-8349.
5. The client has the ultimate responsibility for decisions respecting his or her own health care and possesses a right to information respecting his or her condition and care provided.
 6. Participants shall receive a copy of all contracts they sign for payments or services. A sliding fee schedule is used to determine ability to pay and is available upon request. Fees are due at the time of the appointment(s). Donations are also accepted if the client wishes to contribute to the program.

Services Contract

Each person receiving services from Tahoe Youth & Family Services understands and agrees, by signing below to the following program rules:

1. Clients and/or their families will not be seen if they are under the influence of drugs or alcohol.
2. To contact us if a scheduled appointment needs to be cancelled. We request 24-hour notice of cancellation.
3. The parent/guardian of clients under the age of 12 is not to leave the facility during the child's session. Clients needing transportation must be picked up within 10 minutes of the scheduled end of session.
4. To attend therapy sessions on a regular basis. Being more than 15 minutes late will constitute a no-show. Clients with two no-shows for their appointments will have their cases closed.
If a SARB, Probation, School, or Teen Court-mandated client, your case will be closed after the second no-show, and _____ at _____ will be notified of the discharge.
5. To make a responsible effort to pay the established fees at each meeting.
6. To present no physical violence or threats of violent behavior.
7. To not use profane or vulgar language in the public areas.
8. Clothing, jewelry and personal items shall be free of writing, pictures or any other insignia which are crude, vulgar, profane or sexually suggestive; which bear drug promotions or likenesses; or which advocate racial, ethnic or religious prejudice.
9. To respond, if possible, to a staff person who, at 90 days after discharge, may call for a follow-up discussion of your progress.
10. To be willing to participate in a regularly scheduled, ongoing counseling program and treatment, including medical examination and laboratory testing if necessary.
11. Your case may be discussed in-house case management meeting with our counselors and clinical supervisors. This process allows each counselor to utilize the expertise of all the counselors in determining the best course for your family's counseling. Please initial below to approve your case being discussed in case management.
Initial here if you approve: _____

PARTICIPANTS RIGHTS AND SERVICES

I have received and understand the Participant's Rights and Services Contract

We will be more than happy to make you a copy if you'd like.

Patient's name (printed)

Patient or Parent / Guardian Signature

Counselor Signature

_____/_____/_____
Date

_____/_____/_____
Date



TAHOE YOUTH & FAMILY SERVICES NOTICE OF PRIVACY PRACTICES

Effective Date: April 14, 2003

Keep this for your records

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.

This Notice tells you about the ways in which Tahoe Youth & Family Services (referred to as “we”) may collect, use, and disclose your protected health information, and your rights concerning your protected health information. “Protected health information” is information about you, including demographic information, that can reasonably be used to identify you and that relates to your past, present, or future physical or mental health condition, the provision of health care to you, or the payment for that care.

We are required by federal and state laws to provide you with this Notice about your rights and our legal duties and privacy practices with respect to your protected health information. We must follow the terms of this Notice while it is in effect. Some of the uses and disclosures described in this Notice may be limited in certain cases by applicable state laws that are more stringent than the federal standards.

HOW WE MAY USE AND DISCLOSE YOUR PROTECTED HEALTH INFORMATION.

We may use and disclose your protected health information for different purposes. The examples below are provided to illustrate the types of uses and disclosures we may make without your authorization for payment, health care options, and treatment.

- **Payment.** We use and disclose your protected health information in order to pay for your covered health expenses. For example, we may use your protected health information to process claims or be reimbursed by another insurer that may be responsible for payment.
- **Health Care Operations.** We use and disclose your protected information in order to perform or plan activities, such as quality assessment activities or administrative activities, including data management or customer service. We may also contact you to provide appointment reminders or to offer information about treatment alternatives or other related services that may be of interest to you.
- **Plan Sponsor.** If you are enrolled through a group health plan, we may provide summaries of claims and expenses for enrollees in a group health plan to the plan sponsor, who may also be an employer.
- **Enrolled Dependents and Family Members.** We will mail explanation of benefits forms and other mailing containing protected health information to the address that we have on record.
- **As Required by Law.** We must disclose protected health information about you when required to do so by law.

Keep this for your records

- Public health Agencies. We may disclose protected health information to public health agencies for reasons such as preventing or controlling disease, injury, or disability.
- Victims of Abuse, Neglect or Domestic Violence. We may disclose protected health information to government agencies about neglect, abuse, or domestic violence.
- Health Oversight Activities. We may disclose protected health information to government oversight agencies (e.g. state insurance departments) for activities authorized by law.
- Law Enforcement. We may disclose protected information under limited circumstances to a law enforcement official in response to a warrant or similar process; to identify or locate a suspect; or to provide information about the victim of a crime.
- Coroners, Funeral Directors, Organ Donation. We may release protected health information to coroners or funeral directors as necessary to allow them to carry out their duties.
- Research. Under certain circumstances, we may disclose protected health information about you for research purposes, provided certain measures have been taken to protect your privacy.
- To Avert a Serious Threat to Health or Safety. We may disclose protected information about you, with some limitations, when necessary to prevent a serious threat to your health and safety or the health and safety of the public or another person.
- Special Government Functions. We may disclose information as required by the military authorities or authorized federal officials for national security and intelligence activities.
- Workers Compensation. We may disclose protected health information to the extent necessary to comply with state laws for workers compensation programs.
- Health Information That is Not Protected. We may disclose health information about you that is not “protected health information”, that is, information used in a way that does not personally identify or reveal who you are.

OTHER USES OR DISCLOSURES WITH AN AUTHORIZATION

Other uses or disclosures of your protected health information will be made only with your written authorization, unless otherwise permitted or required by law. You may revoke an authorization at any time in writing, except to the extent that we have already taken action on the information disclosed, or if we are permitted by law to use the information to contest a claim or coverage under a health plan.

YOUR RIGHTS REGARDING YOUR PROTECTED HEALTH INFORMATION

You have certain rights regarding protected health information that we maintain about you.

- Rights to Access Your Protected Health Information.
You have the right to review or obtain copies of your protected health information records, with some limited exceptions. Usually the records include enrollment, billing, payment, or medical management records. Your request to review and/or obtain a copy of your protected health information records must be made in writing. We may charge a fee for the costs of producing, copying, and mailing your requested information, but we will tell you the cost in advance.

Keep this for your records

- Right to Amend Your Protected Health Information.

If you feel that protected health information maintained by us is *incorrect or incomplete*, you may request that we amend the information. Your request must be made in writing and must include the reason you are seeking a change. We may deny your request if, for example, you ask us to amend information that was not created by us, or you ask us to amend a record that is already accurate and complete.

- Your Rights if a Request is Denied.

If we deny your request to amend your protected health information, we will notify you in writing. You then have the right to submit to us a written statement of disagreement with our decision and we have the right to rebut that statement.

- Right to an Accounting of Disclosures Made by Us.

You have the right to request an accounting of disclosures we have made of your protected health information. This list will not include our disclosures related to your treatment, or payment for health care operations, or disclosures made to you or with your authorization. The list may also exclude certain other disclosures such as for national security purposes. Your request for an accounting of disclosures must be made in writing and must state a time period for which you want an accounting. This time period may not be longer than six years and may not include dates before April 14, 2003. Your request should indicate in what form you want the list (for example, on paper or electronically). The first accounting that you request within a 12-month period will be free. For additional lists within the same time period, we may charge for providing the accounting, but we will tell you the cost in advance.

- Right to Request Restriction on the Use and Disclosure of Your Protected Health Information.

You have the right to request that we restrict or limit how we use or disclose your protected health information for treatment, payment, or health care operations. We may not agree to your request. If we do agree, we will comply with your request unless the information needed is for an emergency. Your request for a restriction must be made in writing. In your request for a restriction, you must tell us what information you want to limit; whether you want to limit how we use or disclose your information, or both; and to whom you want the restrictions to apply.

- Right to Receive Confidential Communications. You have the right to request that we use a certain method to communicate with you, such as paper or electronic communication, or that we send information to a certain location if the communication could endanger you. Your request to receive confidential communication must be made in writing. Your request must clearly state that all or part of the communication from us could endanger you. We will accommodate all reasonable requests. Your request must specify how or where you wish to be contacted.

- Right to a Paper Copy of this Notice. You have a right at any time to request a paper copy of this Notice, even if you had previously agreed to receive an electronic copy.

- Contact Information for Exercising your Rights. You may exercise any of the rights described above by contacting our Executive Director. See the end of this Notice for the contact information.

Keep this for your records

HEALTH INFORMATION SECURITY

Tahoe Youth & Family Services requires all its employees to follow the Tahoe Youth & Family Services confidentiality policies and procedures that limit access to health information about clients to those employees who need it to perform their responsibilities. In addition, Tahoe Youth & Family Services maintains physical, administrative, and technical security measures to safeguard your protected health information.

CHANGES TO THIS NOTICE

We reserve the right to change the terms of this Notice at any time, effective for protected health information that we already have about you as well as any information that we receive in the future. We will provide you with a copy of the new Notice whenever we make material change to the privacy practices described in this Notice. Anytime we make a material change to this Notice, we will promptly revise and post the new Notice with the new effective date.

COMPLAINTS

If you believe that your privacy rights have been violated, you may file a complaint with us and/or the Secretary of the Department of Health and Human Services. All complaints to Tahoe Youth & Family Services must be made in writing and sent to the privacy official listed at the end of this Notice. We support your right to protect the privacy of your protected health information. We will not retaliate against you or penalize you for filing a complaint.

NOTICE TO CLIENTS:

The Executive Director of Tahoe Youth and Family Services receives and responds to complaints regarding the practice of psychotherapy by any unlicensed or unregistered practitioner providing services at Tahoe Youth and Family Services. To file a complaint, contact the Executive Director at (775) 782-4202, or write to Tahoe Youth and Family Services Executive Director at 1512 HWY 395, Suite 3, Gardnerville, NV 89410.

CONTACT INFORMATION:

Tahoe Youth & Family Services Executive Director

1021 Fremont Avenue
South Lake Tahoe, CA 96150
Voice: (530) 541-2445
Fax: (530) 541-0517

1512 US Hwy 395 N. Suite 3
Gardnerville, NV 89410
Voice: (775) 782-4202
Fax: (775) 782-5055

Department of Health and Human Services

Region IX, Office for Civil Rights
U.S. Department of Health & Human Services
50 United Nations Plaza, Room 322
San Francisco, CA 94102
Voice: (415) 437-8310
Fax: (415) 437-8329
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