



Confederated Tribes and Bands
of the Yakama Nation Behavioral Health

Established by the
Treaty of June 9, 1855

YAKAMA NATION BEHAVIORAL HEALTH PSYCHOTHERAPIST-PATIENT SERVICES AGREEMENT (WASHINGTON)

Welcome to Yakama Nation Behavioral Health. This documentation contains important information about our professional services and business policies. It also contains summary information about the Health Insurance Portability and Accountability Act (HIPAA), a federal law that provides privacy protections and patient rights with regard to the use and disclosure of your Protected Health Information (PHI) used for the purpose of treatment, payment, and health care operations. HIPAA requires that we provide you with a Notice of Privacy Practices (the yellow Notice Form) for use and disclosure of PHI for treatment, payment, and health care operations. The Notice explains HIPAA and its application to your personal health information in greater detail. The law requires that we obtain your signature acknowledging that we have provided you with this information. When you sign this document, it will also represent and agreement between us.

MENTAL HEALTH SERVICES

Psychotherapy is not easily described in general statements. It varies depending on the personalities of the therapist and patient, and the particular problems you are experiencing. There are many different methods I may use to deal with the problems that you hope to address. Psychotherapy is not like a medical doctor visit. Instead, it calls for a very active effort on your part. In order for the therapy to be most successful, you will have to work on things we talk about both during our sessions and at home.

Psychotherapy can have benefits and risks. Since therapy often involves discussing unpleasant aspects of your life, you may experience uncomfortable feelings like sadness, guilt, anger, frustration, loneliness, and helplessness. On the other hand, psychotherapy has also been shown to have many benefits. Therapy often leads to better relationships, solutions to specific problems, and significant reductions in feelings of distress. But there are no guarantees of what you will experience.

Our first few sessions will involve an evaluation of your needs. By the end of the evaluation, I will be able to offer you some first impressions of what our work will include and a treatment plan to follow, if you decide to continue with therapy. You should evaluate this information along with your own opinions of whether you feel comfortable working with me. Therapy involves a large commitment of time and energy if you have questions about my procedures, we should discuss them whenever they arise. If your doubts persist, I will be happy to help you set up a meeting with another mental health professional for a second opinion.

MEETINGS

During our first session we can both decide if I am the best person to provide the services you need in order to meet your treatment goals. If psychotherapy is begun, I will usually schedule one 50-minute appointment per week at a time we agree on, although some sessions may be longer or more frequent. Once an appointment hour is scheduled, you will be expected to call and cancel if you know you cannot make an appointment.

CONTACTING ME

Due to my work schedule, I am often not immediately available by telephone. While I am usually in my office between 8 AM and 5 PM, I probably will not answer the phone when I am with a patient. When I am unavailable the behavioral health staff or my voicemail will answer my telephone. I will make every effort to return your call on the same day you make it, with the exception of weekends and holidays. If you are difficult to reach, please inform me of some times when you will be available. If you are unable to reach me and feel that you can't wait for me to return your call, contact your family physician or the nearest emergency room. You can also call the Yakima County 24 hour line at (509) 574-4200. If I will be unavailable for an extended time, I will provide you with the name of a colleague to contact, if necessary.



LIMITS ON CONFIDENTIALITY

The law protects the privacy of all communications between a patient and a therapist in most situations. I can only release information about your treatment to others if you sign a written Authorization form that meets certain legal requirements imposed by state law and/or HIPAA. With your signature on a proper Authorization form, I may disclose information in the following situations.

- I may occasionally find it helpful to consult other health and mental health professionals about a case. If I consult with a professional who is not involved in your treatment. I make every effort to avoid revealing your identity. These professionals are legally bound to keep the information confidential. If you don't object, I will not tell you about these consultations unless I feel that it is important to our work together. I will note all consultations in your Clinical Record.
- You should be aware that I practice with other mental health professionals and that we have administrative staff in most cases. I need to share protected information with these individuals for both clinical and administrative purposes, such as scheduling, billing, and quality assurance. All of the mental health professionals are bound by the same rules of confidentiality. All staff members have been given training about protecting your privacy and have agreed not to release any information outside of the office without the permission of a professional staff member.
- If you are involved in a court proceeding and a request is made for information concerning the professional services I provided you, such information is protected by the therapist-patient privilege law. I cannot provide any information without 1) your written authorization, 2) you informing me that you are seeking a protective order against my compliance with a subpoena that has been properly served on me and of which you have been notified in a timely manner, or 3) a court order requiring the disclosure. If you are involved in or contemplating litigation, you should consult with your attorney about likely required court disclosures.

There are some situations where I am permitted or required to disclose information without either your consent or Authorization.

- If a government agency is requesting the information for health oversight activities. I may be required to provide it for them.
- If a patient files a complaint or lawsuit against me, I may disclose relevant information regarding that patient in order to defend myself.
- If a patient files a worker's compensation claim, and the services I am providing are relevant to the injury for which the claim was made. I must, upon appropriate request provide a copy of the patient's record to the patient's employer and the Department of Labor and Industries.

There are some situations in which I am legally obligated to take actions, which I believe are necessary to attempt to protect others from harm and I may have to reveal some information about a patient's treatment.

- If I have reasonable cause to believe that a child has suffered abuse or neglect, the law requires that I file a report with appropriate government agency. Once such a report is filed, I may be required to provide additional information.
- If I have reasonable cause to believe that abandonment, abuse, financial exploitation, or neglect of a vulnerable adult has occurred, the law requires that I file a report with the appropriate government agency. Once such a report is filed, I may be required to provide additional information.
- If I reasonably believe that there is an imminent danger to the health or safety of the patient or any other individual, I may be required to take protective actions. These actions may include notifying the potential victim, contacting the police, seeking hospitalization for the patient, or contacting family members or others who can help provide protection.



If such situation arises, I will make every effort to fully discuss it with you before taking any action and I will limit my disclosure to what is necessary. While this written summary of exceptions to confidentiality should prove helpful in informing you about potential problems, it is important that we discuss any questions or concerns that you may have now or in the future. The laws governing confidentiality can be quite complex, and I am not an attorney. In situations where specific advice is required, formal legal advice may be needed.

PROFESSIONAL RECORDS

The laws and standards of my profession requires that I keep Protected Health Information about you in your Clinical Record. Except in the unusual circumstances that I conclude that disclosure could reasonably be expected to cause danger to the life or safety of you or another or that disclosure could reasonably be expected to lead to your identification of the person who provided information to me in confidence under circumstances where confidentiality is appropriate, you may examine and/or receive a copy of your Clinical Record, if you request it in writing. Because these are professional records, they can be misinterpreted and/or upsetting to untrained readers. For this reason, I recommend that you initially review them in my presence or have them forwarded to another mental health professional so you can discuss the contents. If I refuse your request for access to your records, you have a right of review, whis I will discuss with you upon request.

You should be aware that pursuant to HIPAA, I keep Protected Health Information about you in two sets of professional records. One set constitutes your Clinical Record. If includes information about your reasons for seeking therapy, a description of the ways in which your problem impacts on your life, your diagnosis, the goals that we set for treatment, your progress towards those goals, your medical and social history, your treatment history, any past treatment records that I receive from other providers, reports of any professional consultations, your billing records, and any reports that have been sent to anyone including reports to your insurance carrier.

In addition, I also keep a set of Psychotherapy Notes. These Notes are for my own use and are designed to assist me in providing you with the best treatment. While the contents of Psychotherapy Notes vary from client to client, they can include the contents of our conversations, my analysis of those conversations, and how they impact on your therapy. They also contain particularly sensitive information that you may reveal to me that is not required to be included in your Clinical Record. These Psychotherapy Notes are kept separate from your Clinical Record. The YNBH is taking part in suicide prevention efforts, information on treatment received & referrals made will be used for this purpose. No personal identifiers will be linked to these reports. While insurance companies can request and receive a copy of your Clinical Record, they cannot receive a copy of your Psychotherapy Notes without your signed, written Authorization. Insurance companies cannot require your Authorization as a condition of coverage nor penalize you in any way for your refusal.

PATIENT RIGHTS

HIPAA provides you with several expanded rights with regard to your Clinical Records and disclosures of protected health information. These rights include requesting that I amend your record, requesting restrictions on what information from your Clinical Records is disclosed to others; requesting an accounting of most disclosures of protected health information that you have neither consented to nor authorized; determining the location to which protected information disclosures are sent; having any complaints you make about my policies and procedures recorded in your records; and the right to a paper copy of the Agreement, the yellow Notice form, and my privacy policies and procedures. I am happy to discuss any of these rights with you.

MINORS & PARENTS

Patients over the age of 13 have the right to consent to and receive individual psychotherapy and information about that treatment cannot be disclosed to anyone without the child's agreement. Parents have the right to review the records of children under the age of 13, unless the court has denied access for good cause. I decide that such access is likely to injure the child, or we agree otherwise. Since parental involvement in therapy is important, it is my policy to request an agreement



between a child patient age 13 and over and his/her parents, allowing me to share general information about the progress of the child's treatment and his/her attendance at scheduled sessions. I will also provide patients with a summary of their child's treatment when it is complete. Any other communications will require the child's Authorization, unless I feel that the child is in danger to someone else, in which case, I will notify the parents of my concern. Before giving parents any information, I will discuss the matter with the child if possible, and do my best to handle any objections he/she may have.

Cost of Treatment

As a patient receiving services from YNBHS, enclosed are your options for payment:

1. If you are eligible for an Indian Health Services chart, you are entitled for services at no cost. However we encourage you to apply or enroll in a Medicaid/Medicare or other insurance options.
2. If you eligible for Medicaid or Medicare, we will assist you with applying for this insurance option.
3. If you have private insurance, please provide YNBHS a copy of your insurance card. Insurance copays are not required for services. Note: if your private insurance does not cover your counseling services with YNBHS, this will not affect treatment or services with YNBHS.
4. If you have any changes in your medical insurance, please notify YNBHS office.

Signing below indicates that you have reviewed the agreement described above and understand the limits to confidentiality. If you have any questions as we progress with therapy, you can ask your therapist at any time.

Signature _____

Date_____

Signature of Guardian (if Under 13 years of age)_____

Date_____