

Telemedicine and Teletherapy Declaration of Policies and Procedures

TO CLIENTS:

Licensed mental health professionals are required by their licensing boards to provide you, the client, with certain basic information. You should have already received and signed the basic Declaration of Practices and Procedures from your clinician. This Telemedicine and Teletherapy Policy and Procedure document describes certain important aspects of therapy unique to Telemedicine and Teletherapy (i.e., Telehealth). The Mustard Seed is providing you this information for your review and agreement. Please read it carefully and discuss any questions you have before signing below.

QUALIFICATIONS

If you are receiving this document, your clinician has completed the appropriate training for telehealth care pertinent to his/her discipline in addition to their professional qualifications as a clinician. Your clinician will continue to receive ongoing continuing education pertinent to his/her discipline in the area of telehealth care.

CLIENT RESPONSIBILITIES

All telehealth clients should:

- ☐ Be in an area that is safe and provides privacy
- ☐ Be in an area that is appropriate for a web-based session, such as a home office, a nurse's station, etc.
- ☐ Not have anyone else in the room unless you first discuss it with your clinician
- ☐ Not conduct other activities while in session, such as driving
- ☐ Be located within the state of Louisiana or in a state in which the treating professional is licensed
- ☐ If a minor, have a parent or guardian with them at the location/building of the telehealth session, unless otherwise agreed upon with the therapist and client

POTENTIAL COUNSELING RISKS

When using technology for communication of any kind, there is a risk that it may be forwarded, intercepted, circulated, stored, or even changed and the security of the devices used may be compromised. Although we make reasonable efforts to protect the privacy and security of all electronic communications with you, it is not possible to completely secure the information. If you use any other methods of electronic communication with us, other than the means recommended by us, there is a reasonable chance that a third party may be able to intercept that communication. With the use of technology, it is important to be aware that family, friends, co-workers, employers, and hackers may have access to any technology, devices, or any other device you know is safe. You are responsible for reviewing the privacy sections and agreement forms of any application and technology you use. Please contact us with any questions that you may have on privacy measures.

POSSIBLE LIMITATION OF TELEHEALTH CARE

Telehealth care should not be viewed as a substitute for on-site medication and counseling appointments with a professional. It is an alternate form of counseling with possible benefits and limitations. By signing this document, you agree that you understand that telehealth care:

- ☐ May lack visual and/or audio cues, which may cause misunderstanding
- ☐ May have disruptions in the service and quality of the technology used
- ☐ May not be appropriate if you are having a crisis, acute psychosis, or suicidal/homicidal thoughts

OFFICE PROCEDURES AND FEES

Along with the office procedures and fees listed in your clinician's declarations of practices and procedures, the following office procedures are being added as they relate to telehealth care:

FEES

All fees for telehealth services will be collected the day the service is rendered.

Initial Appointments and Follow-Up Appointments

Initial appointments are highly encouraged to be in-person for both medical and psychological/counseling services. The only exception is when the client genuinely believes that his/her lives would be endangered during which initial appointments can be conducted via telehealth services.

The Mustard Seed clinicians reserve the right to decline initial intakes if such appointments hinder the care provided to existing clients/patients.

No-Show/Cancellations

A fee will be charged for all unkept appointments or cancellations within 24 hours of the session. Please see the No-Show/Cancellation Fee Policy provided to you in your initial paperwork. If you are receiving services through Telehealth Care, you are expected to initiate the meeting at your schedule time. If the session is not initiated within 5 minutes of the start time for medical appointments and 10 minutes start time for therapy, the session will be considered a no-show and you will be charged for the session according to the No-Show/Cancellation Fee Policy.

Verification of Identity

If Telehealth sessions are requested, verification of identity will be required by matching you with your picture ID. If Telehealth sessions are conducted over the phone, you will choose a passphrase or number which you will use for all future sessions. This process protects you from another person posing as you.

CONFIDENTIALITY OF RECORDS

All your Protected Health Information (PHI) is kept for a minimum of six years for adults or seven years after the age of majority for minors. It is your clinician's personal, professional, and legal obligation to keep all your PHI confidential, with some exceptions. Your clinician's Declaration of Policies and Procedures in your initial paperwork contains detailed information on how private information about your health is protected and under what circumstances it may be shared. Other than the exceptions listed in that document form, your clinician and the administrative employees of The Mustard Seed will be the only people viewing your information. The administrative employees will only view information needed for scheduling and billing appointments.

In the event of the death, retirement, or incapacity of your clinician, one of the therapy staff of The Mustard Seed will contact you. This staff member will be responsible for responding to any request of records you may have and for destroying your records after the legal time frames for storing them have been satisfied. If you are a current client, the same staff member will assist in providing appropriate referrals for further treatment.

The following information explains how we handle and store your PHI while you are receiving counseling. Although it is not guaranteed that these methods will prevent 100% of confidentiality breaches, they are designed with the intention of supporting the confidentiality of all clinical communications.

On-Site/Online

On-site sessions are held in The Mustard Seed's administrative office, which is designed for privacy. Any information with your personal information is kept in a locked cabinet behind a locked door.

Video Conferencing/Telehealth Services

All video conferencing correspondence will be done through Doxy Me which is encrypted to federal standards.

Texting

For the sake of your privacy, your clinician will not use SMS or MMS texting with clients.

Contact Information

When you need to contact your clinician for any reason, these are the most effective ways to get in touch in a reasonable amount of time:

- By phone: 682-429-6884
 - You may leave a message on the voicemail.
 - By email: Via your clinician's email OR keriislistening@gmail.com
 - Please refer to the information given above about email correspondence.

Please refrain from contacting with your clinician through any social media messaging systems such as Facebook, Twitter, Instagram, etc. These methods have poor security and your clinician is not prepared to watch them closely for important messages from clients.

Please refrain from creating reviews of your clinician's services online. Online reviews are for the public to see; therefore, they put your confidentiality at risk.

Response Time

Your clinician may not be able to respond to your messages and calls immediately. For voicemails and other messages, you can expect a response within 24 hours on weekdays and 72 hours on weekends. Be aware that there may be times your clinician is unable to receive or respond to messages such as when out of cellular range or out of town.

AFTER-HOURS/EMERGENCY SITUATIONS

All Clients

When an immediate response is necessary (i.e., emergency situations), you may call your local crisis response team which offers professional service 24 hours a day. See below for numbers. You may also seek help through hospital emergency facilities or 911.

- Suicide and Crisis Center of North Texas 214-828-1000
- Texas Health and Human Services 512-424-6500

Telehealth Clients

So that your clinician can get you help in case of an emergency and for your safety, the following are important and necessary. In addition, by signing this agreement form you are acknowledging that you understand and agree to the following:

- ☐ You, the client will inform your clinician of the location in which you will be consistently during your sessions, and you will inform him/her if this location changes.
- ☐ You, the client, will identify on your client intake form a person whom your clinician can contact in the case that he/she believes you are at risk.
- ☐ Depending on the assessment of risk, you, the client, or your clinician may be required to verify that your emergency contact person is able and willing to go to your location in the event of an emergency, and if your clinician deems necessary, call 911 and/or transport you to a hospital. In addition, your clinician may assess, and therefore require that you create a safe environment at your location during the entire time that you are in treatment. The definition of safe environment may differ for each client. Therefore, if your clinician assesses the need for a safe environment, the specifics will be discussed and made clear by your clinician at that time.

BACK-UP PLAN IN CASE OF TECHNOLOGY FAILURE

The most reliable backup is a phone. Therefore, it is recommended that you always have a phone available and that your clinician knows your phone number. If you get disconnected from a video conference, end and restart the session. If you are unable to reconnect within five minutes, call the your clinician at 682-429-6884. If your clinician does not hear from you within five minutes you agree (unless you request otherwise) that your clinician can call you on the phone number you provide on the client intake form. If you and your clinician are unable to connect via the phone, the clinician will send you a message via email.

CONSENT TO TELEMEDICINE AND/OR TELETHERAPY TREATMENT

I have read The Mustard Seed's Declaration of Telemedicine and Teletherapy Policies and Procedures and my signature below indicates my full informed consent to services provided by my clinician via telehealth treatment. I understand that my treating clinician should be and is trained accordingly as determined by his/her licensing board. If my clinician is a counseling student intern or a first year Provisionally Licensed Professional Counselor, this form of treatment will only be used in the case of a "state of emergency." In such cases, this consent and form of treatment will end on the date the "state of emergency" is no longer in effect.

Client Signature: _____ Date: _____

Client Signature: _____ Date: _____

Clinician Signature: _____ Date: _____

Parental Authorization for Minors

I, _____, give permission for _____
[Parent's Name] [Clinician's Name]

to conduct counseling with my _____,
[Type of Relationship] [Name of Minor]