

SPECIALTY BEHAVIORAL HEALTH
AGREEMENT OF POLICIES AND
CONSENT FOR TELEBEHAVIORAL HEALTH SERVICES (Rev 03/2020)

This agreement of policies and consent for telebehavioral health services form provides you, the client, information in addition to that provided in OFFICE POLICIES AND GENERAL INFORMATION, CONSENT FOR PSYCHOTHERAPY SERVICES AND AGREEMENT FOR SERVICES and NOTICE OF PRIVACY PRACTICES forms, both of which also apply to telebehavioral health services. Please read all of the forms carefully. You should ask any questions about using telebehavioral health services before starting services, and any time thereafter to seek clarification about how this agreement may apply to your unique situation, recognizing that your situation may change over time. A copy of this completed form will remain in your client record, and you can make a written request for a copy of this form be made available to you in your secured client portal or mailed to you.

Understanding Telebehavioral Health Services:

Telebehavioral health (also referred to as teletherapy) is the delivery of behavioral health services using interactive technologies (use of audio, video or other electronic communications) between a practitioner (also referred to as therapist) and a patient (also referred to as client) who are not in the same physical location. You may have no actual face to face interactions with the therapist. The interactive technologies used in telebehavioral health incorporate network and software security protocols to protect the confidentiality of client/patient information transmitted via any electronic channel. These protocols include measures to safeguard the data and to aid in protecting against intentional or unintentional corruption.

Software Security Protocols:

Electronic systems used will incorporate network and software security protocols to protect the privacy and security of health information and imaging data, and will include measures to safeguard the data to ensure its integrity against intentional or unintentional corruption.

Use of Telehealth by Simple Practice Service

Telehealth by SimplePractice is the technology service your therapist will primarily use to conduct teletherapy videoconferencing appointments. It is simple to use and there are no passwords required to log in. You are aware that your provider does not have access to any of the technical information in the Telehealth by SimplePractice Service – or that such information is current, accurate or up-to-date; and you will not rely on your therapist to have any of this information in the Telehealth by SimplePractice Service. To maintain confidentiality, you will not share your teletherapy appointment link with anyone unauthorized to attend the appointment.

Laws & Standards:

The laws and professional standards that apply to in-person behavioral services also apply to telebehavioral health services. This document does not replace other notifications, agreements, or contracts.

Benefits, Risks, and Limitations:

This service is provided by technology (including but not limited to video, phone, text, apps, encrypted messaging, and email) and may not involve direct face to face communication. There are benefits and limitations to this service. Some of the benefits may include increased access to care, less travel, and convenience. You may benefit from telebehavioral health services, but results cannot be guaranteed or assured. You understand that there are risks and consequences of participating in telebehavioral health services, including, but not limited to, the possibility, despite best efforts to ensure high encryption and secure technology on the part of your therapist, that the transmission of your information could be disrupted or distorted by technical failures; the transmission of your information could be interrupted by unauthorized persons; and/or the electronic storage of your medical information could be accessed by unauthorized persons. Dealing with technological issues during sessions may result in added complications and emotional distress. In addition, you understand that telebehavioral health services and care may not be as complete as face-to-face services; missing information may make it more difficult for your therapist to understand your problems and/or help you get better. Because telebehavioral health is a relatively new service and quickly evolving, there may be other risks not yet identified. You always have the right to request alternatives to telebehavioral health services. The provision of telebehavioral health services is limited in several ways. Telebehavioral health services is only offered to clients who reside in the state where the therapist is licensed to provide care, and the clients must be physically located in that state during the telebehavioral health services sessions. If you become located in a different state for any reason you must notify your therapist. You also understand that if your therapist believes telebehavioral health services is not appropriate for you at any point, you will be referred to a different professional for in person services; although your therapist would attempt to locate a different professional near you, if there are none, you may have to travel a considerable distance to access care. You also understand and accept that telebehavioral health services do not include provision of emergency services. If you are experiencing an emergency, you should call 911 on a separate phone line and request help.

Client's Responsibility for Technological Capabilities:

You are responsible for ensuring that you have access to and are capable of utilizing appropriate technologies to effectively participate in telebehavioral health services including, but not limited to: a video camera and video display capable of transmitting and receiving adequate resolution video; a microphone and speakers capable of transmitting and receiving adequate quality audio; ability to send, receive, and complete electronic forms by typing responses before, during, and after sessions; adequate service to receive and send data (e.g., 5G, wifi, broadband providing at least 25 Mbps speed); software applications to connect with therapist's video sharing; and/or telephone availability. Your therapist may recommend that you use headphones and microphone to block out ambient noise and ensure high quality audio transmission/reception. If you do not have access to, are not capable of utilizing, or prefer not to use technologies required for any reason, it is your responsibility to notify the therapist so that alternatives can be discussed. If you have limitations or disabilities related to your vision or hearing, you should notify your therapist to discuss appropriate

accommodations or alternatives. If you are unable to join a session, or if therapist determines that you are not able to adequately access technologies required for effective telebehavioral health services, he or she may decide to pause (to attempt to resolve technology challenges) or end the session. You will be responsible for payment of scheduled services that are paused or ended if you are not able to fully participate due to your technological capabilities. If you are not familiar with required technologies, you are encouraged to test and practice using them with friends or family members before your initial appointment to ensure that you have the hardware, software, data transmission services, and skills required.

Fees and Insurance Reimbursement:

The fees you will be charged for telebehavioral health therapy are the same as for in-person therapy. Current fees at the time of starting services are listed in the OFFICE POLICIES AND GENERAL INFORMATION, CONSENT FOR PSYCHOTHERAPY SERVICES AND AGREEMENT FOR SERVICES form, and are subject to increase over time. If you request submission of a claim on your behalf, or request that your therapist provide you a 'superbill' for you to submit to your health insurance company, the claim or superbill will specify that you received telebehavioral health services (vs in-person, office-based services). Your insurance company may not provide reimbursement for telebehavioral health services, or they may require additional authorization beforehand. You are responsible for contacting your insurance company to ask any questions about your coverage. You will not be refunded fees if your insurance company does not provide reimbursement. Moreover, if a session is paused or ended due to technical difficulties on your behalf, your therapist may not submit a claim, or may submit a claim for a reduced amount to reflect the actual amount of time spent in therapy. As such, you may not be able to receive full reimbursement, or any reimbursement.

Exchange of Information:

The exchange of information will not be direct and any paperwork exchanged will likely be provided through electronic means or through postal delivery. During your telebehavioral health consultation, details of your medical history and personal health information may be discussed with yourself or other behavioral health care professionals through the use of interactive video, audio or other telecommunications technology. Your therapist may require that you upload a copy of your personal identification (driver's license, passport, etc) and/or insurance card via the secured client portal.

Local Practitioners:

If your therapist believes you need in-person services, your therapist will attempt to discuss options if appropriate, and you may be offered referrals via phone, encrypted messaging, mail, and/or during the telebehavioral health session. You will be responsible for contacting practitioners in your area such as local hospitals, treatment programs, medical providers, psychiatrists, or other therapists to check for availability and schedule appointments.

Self-Termination:

You may decline any telebehavioral health services at any time without jeopardizing your access to future care, services, and benefits.

Risks of Technology:

These services rely on technology, which allows for greater convenience in service delivery. There are risks in transmitting information over technology that include, but are not limited to, breaches of confidentiality, theft of personal information, and disruption of service due to technical difficulties. You should be aware that using your employer's equipment or software for telebehavioral health services may jeopardize your confidentiality and your employer's staff may have legal rights to access and/or store your private information shared during telebehavioral health services. You should be very cautious about using any other person's equipment for participation in telebehavioral health services because they may access information intended to be private.

Modification Plan:

Your practitioner will regularly reassess the appropriateness of continuing to deliver services to you through the use of the technologies agreed upon today, and modify your plan as needed.

Communication By Other Means:

In emergencies, in the event of disruption of service, or for routine or administrative reasons, it may be necessary to communicate by other means.

In emergency situations - You are encouraged to dial 911 on your telephone to access emergency services in your local area. Your therapist may also contact local emergency services and/or emergency contact persons you provided in situations already outlined in OFFICE POLICIES AND GENERAL INFORMATION, CONSENT FOR PSYCHOTHERAPY SERVICES AND AGREEMENT FOR SERVICES to ensure your safety, safety of others, and/or compliance with applicable laws and ethical codes. Disruption of service- Should service be disrupted you should attempt to contact your therapist by phone and/or your therapist will attempt to contact you at the number you provided. You are responsible for having access to telephone services at the number you provided, and for being able to access the phone number of your therapist in case you lose access to the internet. For other communication - You and your therapist may also communicate regarding routine administrative issues using encrypted messaging in the client portal. However, for any questions or issues related to your clinical care, you are encouraged to request an appointment or brief phone consultation to discuss the matter. Your therapist will attempt to respond to messages within one business day; however, if you do not receive a response, you should also place a telephone call to your therapist.

Client Communication:

It is your responsibility to maintain privacy on the client end of communication. You should take measures to ensure that you will not be interrupted during telebehavioral health services. If you wish to include another person in a session, you must agree to this arrangement in writing prior to the session. You should make efforts to ensure that

others will not be able to hear or view you, or access your technologies. You should be careful of being in a room with thin walls because other outside the room may be able to hear you. You should be in a private area for the sessions, and will not be allowed to participate in teletherapy in a public environment (e.g. at a Starbucks); your therapist may decide to delay or discontinue the session. Others in your environment who have access to your phone or computer (e.g., family members, roommates, coworkers, etc.) may have the potential to compromise the security of your information shared during telebehavioral health services. Likewise, persons who interact with you remotely via text, email, screen sharing, and other means may be able to compromise the security of information by using malicious software (malware) that installs on your software systems. If you have any concerns about security on your end of communication, you should consult with a trusted IT security professional who can provide guidance, recommendations, and safeguards. Insurance companies, those authorized by the client, and those permitted by law may also have access to records or communications.

Storage:

Your therapist will document what occurs during the telebehavioral health sessions in the same way that in-person sessions are documented - your communications will be documented as progress notes written by the therapist and stored in an encrypted database intended for maintaining health records. More details about this process, storage of patient records, and safeguards is available in OFFICE POLICIES AND GENERAL INFORMATION, CONSENT FOR PSYCHOTHERAPY SERVICES AND AGREEMENT FOR SERVICES and NOTICE OF PRIVACY PRACTICES.

Recording of Sessions:

Neither party will record any portions of telebehavioral health services (audio, video, screen shots, etc.) unless agreed to in writing beforehand.

Responsibility for Providing Information Before and After Each Session:

You will be sent a brief form to complete electronically before each session asking you where you will be, who will be with you, and about current updates in your life. You will be sent another brief form to complete electronically after each session to get your feedback about the session, including about the performance of the technology. You will be required to complete these forms so that your therapist has information needed to effectively provide telebehavioral health services.

Use of Telepresenter:

A telepresenter is an assistant who is trained to aid a therapist by being with the client to help the client with setting up the technology, and/or following instructions from the therapist. The telepresenter may leave the room once equipment is set up, or remain with you, the client, during the session to reposition the camera, observe details on behalf of the therapist, or perform other specific tasks. Both the client and therapist must approve the use of telepresenter beforehand, and the therapist may require the telepresenter to sign a business associate's agreement. You will be responsible for the costs associated with the use of a telepresenter. A telepresenter is completely independent from the telebehavioral services provided by a therapist, and is hired by

the client; the therapist does not employ or supervise the telepresenter, and is not responsible for any his/her actions or conduct in any way. You may terminate the services of a telepresenter at any point without jeopardizing your access to future care, services, and benefits. However, if your therapist believes that a telepresenter is required for your care, you will have to discuss options for finding a replacement, and services may be postponed until a suitable replacement can be put in place.

Use of a Local Collaborator:

A local collaborator is trusted person who is near the client and is able and willing to collaborate with the therapist to enhance outcomes for the client. A local collaborator may assist with providing information about the client's history, local customs, current levels of function or mood, or assist with treatment planning and coordination. Examples of who may serve in this role would include a family member, close friend, community member, spiritual leader, AA sponsor, or a local physician. Both the client and therapist must agree upon the use of a local collaborator beforehand. Both the client and therapist must agree upon situations and conditions during which the person may collaborate with the therapist, and document this agreement in writing via an Authorization to Disclose Information form. You may terminate the use of local collaborator at any point without jeopardizing your access to future care, services, and benefits. However, if your therapist believes that a local collaborator is required for your care, you will have to discuss options for finding a replacement, and services may be postponed until a suitable replacement can be put in place.

Ongoing Application of These Policies and Dynamic Nature of Consent:

As the specifics of your case and the ethical and legal guidelines pertaining to the practice of telebehavioral health change over time, the application of policies and procedures may also change. Thus, you are encouraged to continue to discuss any questions or concerns about use of telebehavioral health services including any anticipated changes in your situation that may impact the appropriateness of telebehavioral health services. If there are any situations not specifically mentioned in this agreement, you are encouraged to inform your therapist about them and discuss ways to deal with the situations.

Consent for Telebehavioral health services:

By endorsing this consent form with your electronic signature, you are verifying that you are the client (or the client's legal representative); you have read this form and fully understand the contents including the benefits, risks, and alternatives; you have had ample opportunity to ask any questions and that any questions have been answered to your satisfaction; you will continue to be able to ask questions; agree to follow these policies; and provide consent for telebehavioral health services.

BY CLICKING ON THE CHECKBOX BELOW YOU ARE AGREEING THAT YOU HAVE READ, UNDERSTOOD AND AGREE TO THE ITEMS CONTAINED IN THIS DOCUMENT.