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## **TELEHEALTH SERVICE AGREEMENT**

This Agreement is designed to inform you about what can be expected regarding an evaluation or therapy as it pertains to Telehealth Services in the form of Video Conferencing with Glenn T. Howard, M.Div., LMFT. This agreement is intended as a supplement to the Treatment Agreement, Evaluation Agreement, or the Statement of Understanding you signed when services began, and it does not replace the Treatment Agreement, Evaluation Agreement, or Statement of Understanding you signed at the beginning of services.

Telehealth Services are defined as follows:

Telehealth Services means the mode of delivering services via technology-assisted media, such as but not limited to, a telephone, video, internet, a smartphone, tablet, PC desktop system or other electronic means using appropriate encryption technology for electronic health information.

Telehealth Services in the form of Video conferencing will be used for the following purposes:

Therapy as defined in the Psychotherapy Services Information and Informed Consent Agreement signed prior to the beginning of services.

Protected Health Information (PHI), as it relates to technology, needs an extra level of protection. There are several factors to be considered regarding the delivery of Telehealth Services and the use of Video Conferencing. Glenn T. Howard, M.Div, LMFT has completed specialized training in Telehealth Services and developed policies and protective measures for the use of Telehealth Services and Video Conferencing to protect PHI and preserve the integrity of the case.

## **TELEHEALTH VIDEO CONFERENCING SERVICES**

CROSSROADS Affordable Counseling of North Texas (CRACNT) will be utilizing Video Conferencing for services, in addition to in-person sessions. During scheduled Video Conferencing appointments, you agree to use a device with a camera and headset with a microphone/speaker so you can be seen by Glenn T. Howard, M.Div., LMFT and can communicate verbally during the Video Conferencing. Teletherapy sessions are conducted via WeCounsel which operates over a completely secure, HIPAA compliant online platform.

WeCounsel ensures this by having business associate agreements in place with their data center to guarantee any sensitive information generated on the site is secured to HIPAA standards. WeCounsel's policies and procedures also include the administrative, technical, and physical safeguards required for the security of protected health information when using electronic health IT. WeCounsel staff are trained on HIPAA standards and conduct annual risk assessments to ensure their solution is HIPAA compliant. WeCounsel's website also employs 256 bit SSL encryption while their video conferencing software employs 128 bit SSL encryption. This is

not only super secure and private but also completely HIPAA compliant. This is why they are chosen over Skype or other alternatives. Clients will be required to use this service to connect for teletherapy.

In advance of your scheduled appointment for Video Conferencing, CRACNT or Mr. Howard will provide detailed directions to you by email on how to log-in securely.

Please be prepared to click on the link that will be provided to you by email to sign on to the platform at the time of your appointment to ensure the Video Conference service starts promptly. Mr. Howard will be responsible for initiating the connection with you at the time of your appointment.

### **YOUR RESPONSIBILITIES FOR TELEHEALTH SERVICES**

CRACNT and Mr. Howard strongly suggest that you only communicate through a computer or device that you know is safe (e.g., has a firewall, anti-virus software installed, is password protected, not accessing the internet through a public wireless network, etc.). It is also your responsibility to choose a quiet, secure location with privacy to interact during Video Conferencing and to be aware that family, friends, employers, co-workers, strangers, and hackers could either overhear your communications or have access to the technology that you are interacting with.

Please initial the following to indicate that you have read and agree to the following:

- I agree to not record our Video Conferencing or to provide a live feed through any device including a cellphone.
- I agree to participate in a secure, private room that is enclosed and provide the address of my location.
- I agree to provide a copy of my identification (driver's license) at the beginning of Video Conferencing.
- I agree to provide the names of others who are also present onsite, even if they are not in the same room.
- I agree that **no one** else will be present in the room during telehealth services, and that the services are not being recorded.
- I agree to provide live video proof that no one else is in the room with me during services.
- I agree to wear headphones with a microphone while I participate.

As it relates to Telehealth Services, CRACNT and Mr. Howard maintain records the same way as appointments in-person in the office.

### **IN CASE OF TECHNOLOGY FAILURE**

During Video Conferencing, there could be a technological failure. If disconnection occurs, please exit out of the video session. Mr. Howard will restart the telehealth service and you will receive a new email with a new link to reconnect. If we are unable to reconnect within ten minutes, please email Mr. Howard or CRACNT's office manager at [welcome\\_counseling@outlook.com](mailto:welcomed@outlook.com).

### **COST OF SERVICES**

Telehealth Services, such as Video Conferencing, are billed at the same hourly rate for appointments as is noted in the Treatment Agreement, Evaluation Agreement, or Statement of Understanding signed when services began. You are responsible for the cost of any technology you may use at your own location. This

includes your computer, cell phone, tablet, internet or phone charges, software, headset with microphone, etc.

### **CANCELLATION POLICY**

The cancellation policy that is outlined in your Psychotherapy Services Information and Informed Consent Agreement that was signed prior to the beginning of services.

### **BENEFITS & LIMITATIONS OF TELEHEALTH SERVICES**

The benefit of Telehealth Services is that you and Mr. Howard can engage and communicate without being in the same physical location. This can be helpful in ensuring continuity of services if an appointment is unable to occur in person. By signing this agreement you are verifying that you understand that Telehealth Services requires technical competence on your part.

There are limitations to Telehealth Services. Primarily, there is a risk of the possibility of misunderstanding one another when communication lacks in-person visual or auditory cues. There may also be a disruption to the service (e.g., phone or computer malfunctions, internet gets cut off or video drops). This can be frustrating and interrupt the normal flow of personal interaction.

### **EMERGENCY PROCEDURES SPECIFIC TO TELEHEALTH SERVICES**

There are additional procedures that need to be in place specific to Telehealth Services, such as Video Conferencing. CRACNT and Glenn T. Howard, M.Div., LMFT require an Emergency Contact Person (ECP), who resides within 25 miles of where you will be located for video calls that may be contacted on your behalf only in a life-threatening emergency. By your signature on this document, you expressly authorize CRACNT and Mr. Howard to contact the designated person if they believe there is an emergency and/or if they believe that you are a danger to yourself or others. Please provide this person's name and contact information:

Name: \_\_\_\_\_ Phone: \_\_\_\_\_

If you have a mental health emergency, please do the following:

- Call 911
- Go to the emergency room of your choice

## CONSENT TO TECHNOLOGY-ASSISTED SERVICES

In summary, technology is constantly changing, and there are implications that may not be realized at this time. You are encouraged to review this with your attorney and ask Mr. Howard any questions prior to signing this document.

Your signature below indicates that you have read this document, been given the opportunity to ask questions, that you agree to its terms, and you are authorizing CRACNT and Glenn T. Howard, M.Div., LMFT to utilize Telehealth Services for Video Conferencing appointments with you and / or your child(ren). If services are being provided with a minor child, your signature below provides consent for the minor child to participate in Telehealth Services in the form of video conferencing. Your signature below also indicates that you or your child(ren) agree to be physically located in the state of Texas for all Telehealth Services.

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Client Name (Please Print)

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Client Signature

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Date