

Consent for Telehealth Consultation

Mindful Island Counseling

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CLIENT INFORMED CONSENT AGREEMENT FOR TELEMENTALHEALTH SERVICES

This Client Informed Consent Agreement For Telementalhealth Services document contains important information focusing on doing psychotherapy using the phone and the Internet. Please read this document carefully, and let me know if you have any questions that I may answer for you. When you sign this document, it will represent a binding agreement between us pursuant to the use of "Telementalhealth Services."

1. Benefits and Risks of Telementalhealth Services - Telementalhealth refers to providing psychotherapy services remotely using telecommunications technologies, such as video conferencing and/or telephone. One of the benefits of Telementalhealth is that the client and clinician can engage in services without being in the same physical location. This can be helpful in ensuring continuity of care if the client or clinician is unable to continue to meet in person due to illness, location, or other factors. It is also more convenient and takes less time. Telementalhealth, however, requires technical competence on both our parts to be helpful. Although there are benefits of Telementalhealth, there are some differences between in-person psychotherapy and Telementalhealth, as well as some risks. For example:

A. Potential Risks to Confidentiality - Because Telementalhealth sessions take place outside of the therapist's private office, there is potential for other people to overhear sessions if you are not in a private place during the session. On my end I will take reasonable steps to ensure your privacy, and it is important for you to make sure you find a private place for our session where you will not be interrupted. It is also important for you to protect the privacy of our session on your cell phone, or other device. You should participate in therapy only while in a room or area where other people not meant to be included in the therapy session are not present and cannot overhear the conversation. Also, if other people may walk through the area where you are, you may want ensure they are appropriately attired to avoid embarrassment!

B. Issues Related to Technology- There are many ways that technology issues might impact Telementalhealth. For example, technology may stop working during a session, other people might be able to get access to our private conversation, or stored data could be accessed by unauthorized people or companies. I will do my part to protect your information and privacy through use of HIPPA compliant platforms. See Paragraph I for more detailed information on technological issues that could malfunction and how to address them. C. Crisis Management and Intervention - Usually, I will not engage in Telementalhealth with clients who are currently in a crisis situation requiring high levels of support and intervention. In any 1 event, we will have an "Emergency Response Plan" to address potential crisis situations that may arise during the course of our Telementalhealth work. D. Efficacy - Most research shows

that Telementalhealth is about as effective as in-person psychotherapy. However, some therapists believe that something is lost by not being in the same room. For example, there is debate about a therapist's ability to fully understand non-verbal information when working remotely.

2. Electronic Communications - I use the "Doxy.me" Telementalhealth platform, a HIPAA Compliant technology platform, for audio video conferencing, and there is no cost to you for using this service. You will need to have a computer, phone, or tablet that has audio and video capabilities for us to use video conferencing. You will also need fairly reliable internet service. For communication between sessions, I only use email communication and text messaging with your permission and only for administrative purposes. This means that email exchanges and text messages with my office should be limited to administrative matters. This includes things like setting and changing appointments, billing matters, and other related issues. You should be aware that I cannot guarantee the Confidentiality of any information communicated by email or text. Therefore, I will not discuss any Clinical Information by email or text and prefer that you do not either. Also, I do not always regularly check my email or texts, so these methods should not be used if there is an Emergency. Treatment is most effective when clinical discussions occur at your regularly scheduled sessions. But if an urgent issue arises, you should feel free to attempt to reach me by phone. I will try to return your call within 24 hours. If you are unable to reach me and feel that you cannot wait for me to return your call, contact your family physician or the nearest emergency room and ask for the clinician or psychiatrist "on call." If I will be unavailable for an extended time, I will provide you with the name of a colleague to contact in my absence, if necessary.

3. Legal Proscription – Preventing Telementalhealth Counseling Services Outside South Carolina - It is important that I know your actual geographic location any time that we engage in Telementalhealth sessions. Where you are physically located may limit our ability to hold these sessions, as I am only licensed to practice in the state of South Carolina, and if you travel outside of the state, I would not be able to legally perform TeleMental Counseling Services with you during that time unless the state you travel to allows a licensed counselor from SC to practice counseling in that state. If necessary, I would assist you in finding a clinician in the local area you are located.

1. Confidentiality - I have both a legal and ethical responsibility to make my best efforts to protect all communications that are a part of our Telementalhealth sessions. However, the nature of electronic communications technologies is such that I cannot guarantee that our communications will be kept confidential or that other people may not gain access to our communications. I will use encryption methods, firewalls, and other measures to help keep your information private, but there is a risk that our electronic communications may be compromised, unsecured, or accessed by others. You should also take reasonable steps on your end to ensure the security integrity of our communications (for example, only using secure networks for Telementalhealth sessions and having passwords to protect the device you use for Telementalhealth). The extent of confidentiality and the exceptions to confidentiality that I outlined in my Professional Disclosure Statement and Confidentiality in Psychotherapy forms which were/are provided to you at the inception of therapy still apply in Telementalhealth. Please let me know if you have any questions about exceptions to confidentiality.

5. Appropriateness of Telementalhealth - From time to time, we may also schedule in-person sessions to "check-in" with one another. I will let you know if I decide that Telementalhealth is not a good option for us to engage in. If this is the case, we would discuss options of engaging in in-person counseling or referrals to another professional in your location who can provide appropriate Counseling Services to you.

6. Procedural Issues – I am required to confirm your identity at the outset of our sessions. If it is our initial session, I would ask that you have a photo id available to show me on the video screen for this purpose. I may also ask you to pan the room to ensure no one who is not authorized or expected to be in the session is in attendance. I will also confirm your geographical location whenever we have a telementalhealth session. If you know you will be elsewhere in the state of South Carolina for a session, let me know ahead of time so that I can be knowledgeable of local resources available in case there is an emergency.

7. Personal Emergencies and/or Technology Related Issues - Assessing and evaluating threats and other emergencies can be more difficult when conducting Telementalhealth than in traditional in-person therapy. To address some of these difficulties, we are creating an "Emergency Plan" before engaging in Telementalhealth services. You must identify an "Emergency Contact Person" who is near your location and who I am authorized, by you, to contact in the event of a Crisis or Emergency to assist in addressing an emergent situation. By executing this document, you are authorizing/allowing me to contact your "Emergency Contact Person" (designated in your intake paperwork), as needed, during such a Crisis or Emergency. If the Telementalhealth Counseling session is interrupted for any reason, such as the audio and/or video technological connection fails, and you are having an emergency, do not call me back; instead, call 911, or go to your nearest Emergency Room. Call me back after you have called or obtained requisite Emergency Services. Another option, in case of an emergency, is to call the National Suicide Prevention Hotline at 1-800-273-8255. For both Charleston and Berkeley Counties, Mobile Crisis is also available for Psychiatric Emergencies and their number is (843) 414-2350. They respond to psychiatric emergencies with a mobile team included a psychiatrist and a clinician who also have immediate access to the police and EMS and they also can arrange transport to an ER or psychiatric institution. We can also discuss other local resources that maybe available to you. If the session is interrupted and you are not having an Emergency, disconnect from the session and I will attempt to re-contact you via the Telementalhealth platform on which we agreed to conduct therapy. If you do not receive a call back within two (2) minutes, then immediately call me at (843) 989 9089. 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. TIP: If your computer is not plugged in-be sure your device is 3 fully charged and/or be situated in close proximity to an appropriate electrical charging source. If you are tethering to get the internet, be sure your phone is also fully charged and that you are ready to plug in to an appropriate electrical charging source. AUDIO ISSUES: Sometimes the sound goes out; if this happens, I can call you on your phone and we can use the phone as our speakers while we still have the video connection. If only one side of the communication is having audio problems and your phone is on speaker, you may have to mute the microphone on the computer. SPECIAL NOTE: In the event you are concerned about being overheard in our session and wish to communicate something to me, there is a 'chat' feature on Doxy.me; another option is to have a marker handy and you can write a note on the palm of your hand and show it to me on the screen; and an addition option is we can have a code word that would signify to me that someone else can overhear our conversation and I should be aware of this and carefully consider what I say in the session. I would suggest something like the phrase "Did you hear about the crazy weather in Colorado?" If you say that, I would know to acknowledge I heard something about it and then also know to be aware that our conversation is being monitored.

8. Fees - The same Session fee rates will apply for Telementalhealth Counseling as currently apply for our in-person psychotherapy Sessions. We have already confirmed that your particular medical insurance plan will cover this particular service. If your insurance lapses you will be billed at my regular rate for these

services. 9. Records - The Telementalhealth sessions shall not be recorded, in any way, by either party to this Agreement UNLESS agreed to, in writing, by Mutual Consent of the parties. I will maintain a record of our session in the same way I maintain Clinical Records of in-person sessions - in accordance with all South Carolina State Legal, and Ethical Requirements pursuant to State Records Retention Policies. This agreement is intended as a addendum to the Professional Disclosure Statement and Confidentiality in Psychotherapy documents that we agreed to, and executed, at the outset of our clinical work together. It does not amend, nor negate, any of the terms of the above-mentioned documents. Your signature, below, indicates your voluntary willingness to execute this agreement, and your personal acknowledgement that you will comply with all of its terms and conditions.