

Agreement for Telehealth

The purpose of this Agreement for Telehealth ("Telehealth Agreement") is to define the relationship and to serve as a formal agreement between the client and the therapist at Creative Family Counseling ("CFC") for the use of telehealth and telepractice of therapy. This Telehealth Agreement is to be used in addition to our Client Services Agreement. All terms and conditions of the Client Services Agreement not in direct conflict with this Telehealth Agreement shall remain in effect.

Therapists at CFC provide services at either of the practice locations, which are located at 8134 New LaGrange Road, Suite 102 Louisville, KY 40222, and 12945 WEST US Hwy 42 Prospect, KY 40059, or in their private homes on a secure network, in the Eastern Standard Time Zone (EST). Due to the Kentucky Licensure Boards for Ethical Standards, most Therapists at CFC are only permitted to provide Telehealth services to people who are located in Kentucky at the time of services provided. Some CFC Clinicians are also licensed in Indiana and are able to provide clients located in Indiana Telehealth counseling. To determine if your Therapist is licensed in Indiana, please confirm with our Intake Coordinator prior to your appointment time. There may be a slight delay in communication over technology; it may not occur simultaneously in real time. Should you experience a technology failure during your Telehealth service, please contact your Therapist by phone by calling the CFC office at 502-709-0410.

In an attempt to verify the identity of clients with whom CFC Therapists have never met in person and to verify his or her current location and readiness to proceed at the beginning of each telehealth appointment, CFC Therapists will pose the question "Is this a good time to proceed?" or any other previously discussed or agreed upon code word. Should your telehealth appointment be disconnected for any reason, your CFC Therapist will call you on the phone if an attempt to reconnect with you over telehealth is unsuccessful.

CFC Clinicians are unable to provide telehealth services while clients are driving or operating a vehicle. While clients may be in their cars for telehealth sessions, clients must be parked and provide the address of their location to their telehealth clinician. Clients understand that should they be driving when a telehealth session begins, the clinician will need to end and cancel the session and a late cancellation fee shall apply.

The limits of confidentiality to electronic communication are as stated in the Client Services Agreement, initiated and signed at the start of therapeutic services. Services to be provided over telehealth include services such as therapy, clinical support, parenting support, educational workshops, and consultation. Therapists at CFC use Telehealth by SimplePractice, which is a fully encrypted service on a secure network. All record keeping for Telehealth services is maintained by CFC Therapists in CFC's secure Electronic Medical Record System, SimplePractice.

CFC cannot guarantee coverage of Telehealth services for those clients using their HSA/FSA/HRA cards to pay for counseling services, nor can CFC guarantee that

telehealth services will be reimbursed by insurance out of network reimbursement coverage. Please confirm with your insurance carrier regarding your coverage for telehealth services.

Should you have feedback regarding the site of Telehealth services and/or the quality of information and services, you are encouraged to share this with your Therapist. Should you experience an emergency during your telehealth service, please call 911 or go to the nearest emergency department.

General Informed Consent

I understand and agree:

- a) My therapist and I wish to engage in telehealth therapy via audio/video conferencing technology or other electronic communication;
- b) My therapist has explained to me how video/audio conferencing technology, or other electronic communication that will be used to carry out such telehealth, may not be the same as an in-person, face-to-face health care provider visit or contact due to the fact my therapist and I are not in the same location at the same time while telehealth is being provided;
- c) That telehealth has potential benefits including easier access to care and the convenience of my being provided therapy and mental health services from a location of my choosing;
- d) There are potential risks to this audio/video conferencing technology, including interruptions, unauthorized access by other persons, and technical difficulties;
- e) Either my therapist or I may discontinue the use of telehealth if either of us decide the use of telehealth and/or audio/video connections are not adequate for the situation, or as set forth below;
- f) I have had a direct conversation with my therapist, during which I had the opportunity to ask questions in regard to the use of telehealth, and;
- g) My questions have been answered and the risks, benefits and any practical alternatives have been discussed with me in a language and in a way in which I understand.

Identification

I understand that prior to providing telehealth services, I am required to produce a valid photo identification to my therapist, and that my therapist shall keep a copy in my medical record.

I understand that if I am the parent, guardian, or other person consenting to a minor's treatment via telehealth, then that parent, guardian, or other person shall be required to produce a valid photo identification of themselves to the therapist in addition to the valid photo identification of the client, as above, and that the therapist shall keep a copy in the client's medical record of each valid photo identification.

Informed Consent to Counseling Specifically via Telehealth

I understand that prior to providing telehealth services, my therapist shall conduct an initial assessment of me to determine if telehealth is an appropriate delivery of treatment considering my professional, intellectual, and emotional needs.

I understand that throughout the duration of providing telehealth services, my therapist shall engage in a continual assessment of the appropriateness of providing these telehealth services to me.

I understand that telehealth may not be appropriate if, in the sole professional judgment of my therapist, I:

- a) Have recurrently experienced, or am likely to experience, crises or emergencies; or
- b) Am a suicide risk, or likely to become a suicide risk; or
- c) Am violent, or likely to become violent; or
- d) Otherwise poses a risk to myself or to others; or
- e) Am driving or operating a vehicle.

I have been provided all necessary information regarding my therapist's:

- a) Training and credentials;
- b) License number;
- c) Physical location and contact information;
- d) Social media policy;
- e) Encryption policy; and
- f) Collection, documentation, tracking, and storage of client information,

I have been provided all necessary information regarding:

- a) Client confidentiality and the limits to confidentiality in electronic communication;
- b) Information on reporting complaints to the Kentucky Board of Licensures
- c) The specific services to be provided;
- d) The risks and benefits of engaging in telehealth in the clinical setting;
- e) The possibility of technology failure and alternate methods of service delivery;
- f) Time zone differences, if any;
- g) Cultural or language differences that may affect the delivery of services;
- h) The possible denial of insurance benefits;
- i) The pertinent legal rights and limitations governing practice across state lines or international boundaries, if applicable; and
- j) Whether delivery of service will be asynchronous or synchronous, that is, whether communication does not occur at the same time or occurs simultaneously in real time.

Emergency Procedures

Prior to providing telehealth services, I have provided to my therapist and I have established:

- a) Acceptable ways to contact my therapist in an emergency;
- b) Emergency procedures to include emergency services at my physical location;
- c) Coordination of care with other professionals; and
- d) Conditions under which telehealth services may be terminated and a referral made to in-person care.

Consent to Use the Telehealth by SimplePractice Service

Telehealth by SimplePractice is the technology service used by Therapists at CFC to conduct telehealth videoconferencing appointments. It is simple to use and there are no passwords required to log in. By signing this document, I acknowledge:

- a) Telehealth by SimplePractice is NOT an Emergency Service and in the event of an emergency, I will use a phone to call 911.
- b) Though my provider and I may be in direct, virtual contact through the Telehealth Service, neither SimplePractice nor the Telehealth Service provides any medical or healthcare services or advice including, but not limited to, emergency or urgent medical services.
- c) The Telehealth by SimplePractice Service facilitates videoconferencing and is not responsible for the delivery of any healthcare, medical advice or care.
- d) I do not assume that my provider has access to any or all of the technical information in the Telehealth by SimplePractice Service – or that such information is current, accurate or up-to-date. I will not rely on my health care provider to have any of this information in the Telehealth by SimplePractice Service.
- e) To maintain confidentiality, I will not share my telehealth appointment link with anyone unauthorized to attend the appointment.

Should you desire to file a complaint regarding your Telehealth services you may do so by visiting the below websites associated with each professional board.

- Kentucky Board of Social Work:
 - <https://secure.kentucky.gov/formservices/BSW/ComplaintForm>
- Kentucky Board for Licensed Professional Counselors
 - <https://dpl.ky.gov/submenu.aspx?menuid=25>
- Kentucky Board for Marriage and Family Therapist
 - <https://mft.ky.gov/>
- Kentucky Board for Professional Art Therapist
 - <https://pat.ky.gov/>

Your signature below indicates you have read the Client Services Agreement for Telehealth in its entirety, understand it, and agree to abide by its terms during this professional relationship.

Client Signature

Date

Witness (Staff) Signature

Date

If client is under 18:

Parent or Legal Guardian

Date