

Teletherapy Agreement

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TELETHERAPY SERVICES AGREEMENT AND INFORMED CONSENT -The purpose of this document is to provide information about the risks and advantages of using teletherapy services for your mental health needs. Teletherapy is also known as e-therapy or telehealth. All these terms refer to therapy/counseling services which are not face-to-face.

Teletherapy may use remote services to connect in several ways.

- Audio communication(talking on land line phones, cell phones, internet voice services or voice messaging services)
- Written communication (web email HIPAA encrypted email, text messages, chat rooms, social media messaging)
- Video communication (real time video services, educational videos, social media video formats such as Facetime or Facebook messaging)

All these possible services may occur with a cell phone (android, iphone or other audio device), ipad, computer or other electronic device developed in the future. Communication may take place through the use of wireless Internet, wired Internet, satellite and other technology which may be developed in the future. **NO ONE can guarantee the security of communications that are not face-to-face; reading and understanding this agreement is very important to ensure the most secure communications possible in this world of electronic interactions.**

Your signature on page 3 assures me that you have read and understand the policies of my office. Please electronically sign and date this document and send it back to me via the secure HIPAA compliant email platform at Jituzu.com. All clients will be required to have a Jituzu account so that communication and video platforms can be as secure as possible. Sign up for new accounts at <https://www.jituzu.com/site/annette-anderson/c-annette-anderson/>

If you signed up for an account already, but cannot remember your login and password, please let me know directly. I can disconnect your old account and send you another invitation for a new account to your personal email. Please be sure and create a **new login name** so there is no confusion with the former account. I want to help you get connected. I do not charge for the time it takes to help get you connected.

Teletherapy, is the delivery of therapeutic services between a therapist and client when they are not in the same location. This service may occur via a webcam, telephone, E-mails, text messages or any other communication involving Internet connections or other technology. All teletherapy services are conducted with clients who live in the State of Texas and therefore the services are governed by the laws of the state of Texas. In the event of a State or National emergency, teletherapy and telehealth may have more flexibility in the use of technology.

Probably everyone who uses a cell phone or computer realizes there can be unexpected problems in connectivity. Teletherapy can have similar problems and by signing this document you agree and understand that any or all of the following may occur. You agree not hold your therapist responsible for problems outside of their control. For example, the Internet provider or the Internet service could be disrupted during a teletherapy visit. A teletherapy visit may be postponed or canceled due to technology problems, etc. You will never be charged for appointments canceled due to connectivity problems. You, as the client, must also have access to private, secure Internet services. Please do not use public access to WiFi. *** If using the secure Jituzu video connection, if we are disconnected it will automatically try to reconnect every 5 seconds.

SERVICES TO MINORS: State law requires that a parent be available in the household while teletherapy services are being provided to a child. I request that parents provide me with a cell phone or other way to reach you in an emergency by texting or messaging, in the event I am concerned about your child and need your support or intervention during a therapy session. Please find a safe, confidential place for your child to talk where they feel their conversation will not be overheard.

Unless a release of information has been signed specific to the teletherapy, any exchange between client and therapist should be considered confidential. The information you disclose will be held in strictest of confidence. However, if information is disclosed that involves possible abuse of children, the elderly, or people with disabilities, it is my duty by state law to report this to the appropriate authorities. Also, in the event of a subpoena or civil court case initiated by you, I may be required by law to supply your confidential counseling information to the court.

HIPAA is a law that provides protection for everyone's healthcare information. Healthcare records may include any clinical notes, records or other information gathered in the course of treatment. My obligation is to provide teletherapy services in a secure environment where others will not hear or have access to the information you are sharing. However, it is your responsibility to insure confidentiality on your end of the conversation. I will not be responsible for breaches of confidentiality that are related to your failure to consider the confidential nature of this relationship. If you are talking on the telephone, E-mailing, text messaging or video conferencing, please ensure you are in a private location where no one can hear our private conversation and be sure to delete any communication on text, email or voice mail which can be accessed by other people. When speaking on the telephone or using a computer be sure that you do not share your login and passwords related to your therapy. I would highly recommend that you use headphones for phone and video conferencing so that, at most, only one side of the conversation might be heard by others

***Just a reminder, please use the Jituzu email service for clinical information. Do not text or use regular email for anything other than appointment changes.**

I will only perform video therapy using a secure HIPAA compliant video conferencing service such as Jituzu. Popular services such as Skype, Face book and Face-time video, etc. are currently not secure. During a national emergency, these HIPAA rules may be relaxed, however, I believe it is still best to use a platform that can be used longterm.

It was announced March 2020, that we are in a National Emergency. I will currently not provide face-to-face therapy due to my commitment to support social distancing as the best way to limit the spread of the Covid 19 virus. Telehealth services are paid for in the same way as face to face therapy. In the event your insurance company fails to pay for these services, I will discuss a payment plan that is reasonable for your family as well as assist with the paperwork required to file an appeal.

As in face-to-face therapy, there are no guarantees for improvement of any condition while in the practice of psychotherapy, including the use of teletherapy. Some conditions may not improve, or may even get worse. With addiction treatment, it is extremely important to use additional services and education in addition to teletherapy such as AA, NA, Celebrate Recovery or other support. Virtual meetings are available on Facebook and the Internet. Reaching out and finding a sponsor by telephone or watching videos from noted speakers in recovery on Youtube or Vimeo such as 12-step recovery media, the Big Book on audio is also recommended. There are amazing resources for almost any diagnosis. If you are not sure about the authenticity of a website or video and need me to review, I will be happy to help. WWW.SAMHSA.GOV is another amazing resource for mental health support and many other subjects such as emotional support ideas for anxiety and depression in the event of a public health crisis.

Teletherapy is not appropriate for emergency services. If you are experiencing an emergency situation (feeling intense suicidal or homicidal feelings, anxiety so intense you feel you cannot breath or feel you are having a heart attack, call 911 or call (during a national emergency) your nearest hospital emergency room for the most current recommendation for face-to-face psychiatric services in your county.

ADDITIONAL RESOURCES:

- **The National Suicide Prevention Lifeline at 1-800-273-8255 or 214-828-1000 is an important number for everyone to have for self, friends and family.**
- **In the event your family needs mobile behavioral health support another resource for Collin County is LifePath Systems at 877-422-5939 and Dallas County is the North Texas Behavioral Health Authority 866-260-8000.**
- **If you are a Veteran the Crisis line is 1800-273-8255 (press 1)**
- **The Crisis Texas line, Text HOME to 741741 anywhere in the US for 24/7 text support.**
- **For domestic violence 1-800-799-7233e**
- **For reporting child abuse 1-800-252-5400**

Due to the nature of teletherapy where we may not have a face-to-face relationship for a period of time, please provide the name and contact information for someone you feel comfortable with me reaching out to in an emergency. By signing this form you are giving me permission to contact this person in the event of an emergency. An emergency may include your therapist being concerned about harm to your self or someone else. Another example might be in the event of serious illness where you cannot reach out for help on your own .

Name of emergency contact (Required)

Telephone number for emergency contact (Required)

Relationship to Emergency Contact (Required)

Email for Emergency Contact (Optional)

Who do you consider your "Next of Kin" or your "Legal Guardian in the event you cannot make decisions for yourself?

Name of Next of Kin or Legal Guardian

Contact Information for Guardian

FINANCIAL UNDERSTANDING:

I understand that I will be financially responsible for my deductible and co-payments on all services approved and reimbursed by my insurance company. A link for payment will be sent by email. If services are not covered by insurance, my therapist will inform me at the earliest possible time. For new clients seeking services, I can continue services not reimbursed by insurance at the out of pocket cost of \$100.00 per hour. *I will need to sign a financial statement of understanding. Missing a teletherapy appointment is the same as a face-to-face appointment with all they same charges for no show or late cancel appointments except as mentioned with Internet connection problems.

Clients currently in my practice will continue using their previous financial agreements.

I agree and will follow the guidelines in this teletherapy agreement.

Please print your name

Signature block

Date

Email Address

The State of Texas requires all teletherapy clients to received a copy of the Social Work Code of Conduct and Professional Standards of Practice.

SUBCHAPTER B. CODE OF CONDUCT AND PROFESSIONAL STANDARDS OF PRACTICE
SECTION 781.201. Code of Conduct

(a) A social worker must observe and comply with the code of conduct and standards of practice set forth in this subchapter. Any violation of the code of conduct or standards of practice will constitute unethical conduct or conduct that discredits or tends to discredit the profession of social work and is grounds for disciplinary action.

(1) A social worker shall not refuse to perform any act or service for which the person is licensed solely on the basis of a client's age; gender; race; color; religion; national origin; disability; sexual orientation; gender identity and expression; or political affiliation.

(2) A social worker shall truthfully report her or his services, professional credentials and qualifications to clients or potential clients. A social worker shall not advertise or claim a degree from a college or university which is not accredited by the Council on Higher Education Accreditation.

(3) A social worker shall only offer those services that are within his or her professional competency, and shall provide services within accepted professional standards of practice, appropriate to the client's needs.

(4) A social worker shall strive to maintain and improve her or his professional knowledge, skills and abilities.

(5) A social worker shall base all services on an assessment, evaluation or diagnosis of the client.

(6) A social worker shall provide the client with a clear description of services, schedules, fees and billing at the initiation of services.

(7) A social worker shall safeguard the client's rights to confidentiality within the limits of the law.

(8) A social worker shall be responsible for setting and maintaining professional boundaries.

(9) A social worker shall not have sexual contact with a client or a person who has been a client.

(10) A social worker shall refrain from providing services while impaired by physical health, mental health, medical condition, or by medication, drugs or alcohol.

(11) A social worker shall not exploit his or her position of trust with a client or former client.

(12) A social worker shall evaluate a client's progress on a continuing basis to guide service delivery and will make use of supervision and consultation as indicated by the client's needs.

(13) A social worker shall refer a client for those services that the social worker is unable to meet, and shall terminate services to a client when continuing to provide services is no longer in the client's best interest.

(b) The grounds for disciplinary action of a social worker shall be based on the code of conduct or standards of practice in effect at the time of the violation.

Source Note: The provisions of this §781.201 adopted to be effective January 27, 2011, 36 TexReg 242; amended to be effective March 28, 2013, 38 TexReg 1977

Complaints Management and Investigative Section

P.O. Box 141369

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or call 1-800-942-5540 to request the appropriate form or obtain more information. This number is for complaints only