

Telemental Health Counseling Agreement

Anna Orcutt, MEd, LPC, NCC, BC-TMH

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journeyforwards.com

TELEMENTAL HEALTH COUNSELING AGREEMENT

Welcome. To begin your counseling journey this form will provide you with information on my credentials, the process of counseling, confidentiality, emergencies, and other details about your treatment. At any time during your treatment, please feel free to ask any clarifying questions.

Credentials

License: Alabama Board of Examiner's Counseling (#2671)

Link to verify my license: <http://www.abec.state.al.us/>

Credentialing: Licensed Professional Counselor

Certifications: National Board of Certified Counselors, EMDR International Association, Board Certified-Telemental Health Provider by Center for Credentialing and Education

Experience: I have 16 years of counseling experience, working with both individuals and group therapy.

Schooling: I attended the University of Montevallo for my Bachelor's of Science degree (Psychology) and attended the University of Montevallo for my Master's Degree in Education (Counseling).

Therapy Style

I approach therapy with clients from a total body perspective and with a focus on wellness. I utilize different techniques from several theories of counseling, including Rogerian, Cognitive Behavioral, Eye-Movement Desensitization and Reprocessing, and Ego State therapy techniques. I try to use experiential and artistic interventions when possible, to enhance therapeutic benefits.

Client's Participation (Expectations of the client)

- Avoid using mind altering substances prior to session.
- Dress appropriately.
- Hold the session in an appropriate room (not a bedroom) when attending a web-based session.
- Do not have anyone else in the room unless you first discuss it with your counselor.
- Do not conduct other activities while in session, such as driving.
- Do not bring any weapons of any kind to session (based on clinical judgement).
- Do not record sessions without first obtaining the provider's approval.
- Be located within the state in which the clinician is licensed to practice (client should inform the clinician of their location each session).

Confidentiality and Records

All of your protected health information (PHI), is kept for a minimum of five years.

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It is my personal, professional, and legal obligation to keep all of your PHI confidential, with some exceptions. The Notice of Privacy Practices form on <http://journeyforwards.com/> (which you are asked to sign) provides detailed information about how private information about your health care is protected, and under what circumstances it may be shared.

Other than the exceptions listed on the Notice of Privacy Practices form, I (Anna) the billing company (Square), electronic clearinghouse company (Office Ally), and electronic medical record company (Therapy Appointment) that I use will be the only people viewing your information.

I have a business associate agreement with, Square, Office Ally, and Therapy Appointment, meaning that they have safety measures in place to keep your PHI secure and confidential, and they are regulated by the government. PayPal is not HIPAA-compliant at this time, so by agreeing to this document, you agree to potential risks that electronic communications may be intercepted.

In the event of my death, retirement, or incapacity, your records will be given to the following Catherine Sherrill (205-933-5422 extension 206). This records custodian will be responsible for responding to any request of records you may have, and for safely destroying your records after the legal time frames for storing them have been satisfied. They will also contact you at the time of transfer of records. If you are a current client, the same records custodian will assist in providing appropriate referrals for further treatment.

If you make payments via credit card there is the possibility that you may receive an email receipt, and the payment will show on your billing statement.

The following information explains how I handle and store your PHI while you are receiving counseling if you chose any of the following counseling modalities. Although it is not guaranteed that these methods will prevent 100% of confidentiality breaches, they are designed with the intention of supporting the confidentiality of all clinical communications:

- ▶ Face-to-face: Face-to-face sessions in my office are provided behind a closed door. Your information is stored via Therapy Appointment which is HIPAA compliant and provides a BAA. <https://doxy.me/journeyforwards> uses point-to-point, federal approved, encryption. The only information of yours that is stored on any electronic device of mine is your phone number and your email address (on my phone and computer), if you have emailed me. My phone and computer are both password protected. Any paper with your personal information is kept in a locked cabinet behind a locked door.
- ▶ Email: All email correspondences will be done through annaorcutt@gmail.com unless you request otherwise.
- ▶ Chat: All chat correspondences will be done through <https://doxy.me/journeyforwards> unless you request otherwise.
- ▶ Video Conferencing: All video conferencing correspondences will be done through Doxy.Me, which IS encrypted to the federal standard.
- ▶ Texting: All texting correspondences will be done through the Verizon Wireless network, which is NOT HIPAA secure.

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Client's Responsibilities / Client's Protection

If you use any other methods of electronic communication with me (Anna) there is a reasonable chance that a third party may be able to intercept that communication. The therapist will take every reasonable precaution to safeguard client information but cannot guarantee that unauthorized access to electronic communications will not occur.

With the use of technology, it is important to be aware that family, friends, co-workers, employers, and hackers may have access to any technology, devices, or applications that you use. I encourage you to only communicate through a computer, or any other device, that you know is safe, and to follow appropriate safety measures.

You are responsible for reviewing the privacy settings and agreement forms of any applications or technology you use.

Please contact me with any questions that you may have on privacy measures.

Contact information

When you need to contact me for any reason, the most effective way to get in touch in a reasonable amount of time is by phone at

- (205) 933-5422, extension 203 (office)
- (205) 597-6810 (cell)

You may leave messages on either voicemail, both of which are confidential. Any voicemail and/or text-based communication may become part of your record.

Response Time

I may not be able to respond to your messages and calls immediately. For voicemails and other messages, you can expect a response within 48 hours on weekdays, and 72 hours on weekends. Be aware that there may be times when I am unable to receive or respond to messages, such as when out of cellular range or out of town.

Emergency Contact

If you are ever experiencing an emergency, including a mental health crisis, please call 911, or the National Suicide Prevention Lifeline 1-800-273-8255, or go to your nearest emergency room.

If you need to contact me about an emergency, the best method is by phone:

- (205) 933-5422, extension 203 (office)
- (205) 597-6810 (cell)

If you cannot reach me by phone, please leave a voicemail (both numbers are confidential).

Cost of Sessions and Other Services

The cost of your session will be agreed upon between you and I over the phone.

The cost of the session depends on the counseling medium used, the date, the time, and any financial hardship that you may have. You, the client, are responsible for the cost of any technology at your location, such as a computer, device, phone, phone call charges, software, and headset.

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If you are in need of additional support between sessions and choose to use telephone calls, email or chat, you may be billed \$1 per minute for every minute that exceed 10 minutes in duration. Email counseling is not available at this time.

Some insurance carriers will now cover distance counseling via video conferencing, within their given parameters (i.e., does not cover sessions over the phone). You are responsible to pay any copayment and/or deductible at the time of your counseling session. You are also responsible for any payments in which your insurance provider refuses to reimburse.

In cases where I bill your insurance provider, I use Office Ally and Therapy Appointment. I have BAAs with them and they are HIPAA compliant, meaning they have measures in place to keep your PHI secure and confidential.

If you have insurance that I do not on panel with I can provide you with an invoice and receipt to provide to your insurance company.

Cash, personal checks, Square, Paypal, and all major credit cards are acceptable for payment. Receipts will be provided upon request. The receipt of payment may also be used as a statement for insurance if applicable to you. There is a \$25 fee for any returned checks.

Initial Intake Session (90791)	\$160
Individual Session – 16 – 37 minutes (90832)	\$100
Individual Session – 38 – 52 minutes (90834)	\$120
Individual Session – 53 – 70 minutes (90837)	\$140
Letters	\$25
Documentation preparation *	\$25
Phone Calls (after 10 minutes)	
With patient	\$20/per 20 min
With third parties (except with healthcare providers)	\$25/per 20 min
Cancellation < 24h notice **	\$40
Court proceedings (see below)	\$100/per hour
No Show, no notification 1 st Offense	\$40
No Show, no notification 2 nd consecutive offense	Full Session Price

NOTE: Sliding Scale Fees may be applicable with sufficient documentation

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* Clients requesting copies of their records will incur a cost that by law may not exceed one-dollar (\$1) per page for the first twenty-five (25) pages, fifty cents (\$.50) per page for each page in excess of twenty-five (25) pages, a search fee of five dollars (\$5), plus the cost of mailing the record.

** Emergencies such as inclement weather, natural disasters, or documentation of personal crisis such as illness, hospitalization, etc. would be waived/credited.

Any attorney requiring confidential information on clients will be billed for the information released, the time required to compile the information, attorney fees for the clinician's legal representation, and any material or postage necessary. The attorneys will also be billed for all court costs incurred. This will include preparation time, actual court appearance, travel accommodations, and travel time. (A minimum of 3 hours will be billed for the court appearance and travel time.) The fee involved for these services will be \$100 per hour. The sliding fee scale does not apply when Legal Proceedings are involved. In the event that the attorney fails to pay for these services, the balance due will be the responsibility of the person or persons signing the agreement.

Structure of Sessions

I (Anna) offer counseling via face-to-face, phone and video conferencing. Distance counseling is considered any of those methods other than face-to-face. If your counseling need is appropriate for distance counseling, you can either solely receive counseling via one medium, or any combination of them.

Face-to-face sessions are held at the following location:

1116 23rd Street South
Birmingham, AL 35205

Video conferencing counseling sessions are held via Doxy.Me. It is recommended that you sign on to your Doxy.Me account at least 5 minutes prior to your session start time. You are responsible for initiating the connection with me at the time of your session.

If sessions are requested via phone you will have to have a brief interaction either face-to-face, or via video conferencing in order to verify your identity by matching you with your picture ID. During this initial verification you will choose a passphrase or number which you will use for all future sessions. This process protects you from another person posing as you.

Whenever there is communication that lacks visual or audio cues there is a risk of misunderstanding. When this happens, it is important to assume that your counselor has positive regard for you, and to check out your assumptions. This will reduce any unnecessary hardship. If at any time you do not have internet access at your home, or private location you can contact me via phone to help you locate internet service (if available) that will be appropriate for distance counseling.

Limitations of Distance Counseling

Distance counseling should not be viewed as a substitute for face-to-face counseling or medication by a physician. It is an alternative form of counseling with certain limitations.

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By signing this document, you agree that you understand that distance counseling:

- May lack of visual and/or audio cues, which may cause misunderstanding
- May have disruptions in the service and quality of the technology used
- May not be appropriate if you are having a crisis, acute psychosis, or suicidal or homicidal thoughts
- When using email, chat, or texting, there might be a delay in your counselor receiving your message or they might not ever receive it.

Emergency Management for Distance Counseling

So that I am able to get you help in the case of an emergency and for your safety, the following are important and necessary. In addition, by signing this agreement form you are acknowledging that you understand and agree to the following:

- You (the client) will inform me (your therapist) of the location in which you will consistently be during our sessions, and will inform me if this location changes.
- You (the client) will identify, on your client information form, a person, whom I (your therapist) am allowed to contact in the case that I believe you are at risk.
- Depending on my assessment of risk, you (the client) or I (your therapist) may be required to verify that your emergency contact person is able and willing to go to your location in the event of an emergency, and if I deem necessary, call 911 and/or transport you to a hospital. In addition, I may assess, and therefore require, that you create a safe environment at your location during the entire time that you are in treatment with me. This may mean disposing of all firearms and excess medication from your location.

Backup Plan in Case of Technology Failure

The most reliable backup is a phone. Therefore, it is recommended that you always have a phone available and that I, your therapist, know your phone number.

If you get disconnected from a video conferencing session, end and restart the session. If you are unable to reconnect within five minutes call me. If I do not hear from you within ten minutes you agree (unless you request otherwise) that I can call you on the phone number you provide on the client information form.

If you are on a phone session and your phone disconnects call me back or contact me to schedule another session. If I do not hear from you within ten minutes you agree (unless you request otherwise) that I can call you on the phone number you provide on the client information form. If this happens as a result of my phone or phone service, and we are not able to reconnect, you will not be charged for the session.

Professional Relationship

In order to maintain professional integrity, our contact must be limited to treatment and scheduling purposes. If I see you in another setting, I will protect your confidentiality by not initiating any interaction or acknowledgment, however if you choose to initiate interaction, know you risk waiving some degree of your confidentiality.

I must not befriend clients through social media nor facilitate a social relationship. Please refrain from making contact with me using any social media messaging systems such as Facebook,

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Instagram, Twitter, etc. These methods have very poor security and I am not prepared to watch them closely for important messages from clients.

These guidelines are based on the American Counseling Association (ACA) Code of Ethics and are for the client's protection.

Please refrain from creating reviews of my services online. Online reviews are for the public to see and therefore they would put your confidentiality at risk.

Please check the ways in which you are authorizing me to begin treatment with you:

- In-Person
- Video Conferencing
- Telephone
- Texting
- Chat
- Email

You may, at any time during the course of your treatment, withdraw your authorization to any of these modes of treatment and/or this agreement form as a whole. Simply contact me by phone, email, or mail.

By signing below, you acknowledge that you agree that you have read and understood this agreement form and agree to accept mental health services by Anna Orcutt.

Client Name: _____ Date: _____

Client Signature: _____

Signature for legal guardian and or POA (if applicable):

Legal Guardian/POA Name: _____ Date: _____

Legal Guardian/POA Signature: _____