## TELEHEALTH PROCEDURE AND CONSENT

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Telehealth services are provided through the third party service provider Doxy.Me. Doxy.Me is a HIPPA compliant and secure service provider. Please see their website for their service agreement and liability statements.

- Your counselor will provide the same counseling service as provided to in office clients except
  where the nature of teletherapy prohibits the provision of the service. (For example: the nature of
  teletherapy prohibits the ability of the client and counselor to engage in physical exchange of
  papers, playing of games and use of EMDR therapy processing techniques.) Your counselor will
  keep notes and records in regards to your case the same as if you were engaging in sessions in
  office.
- 2. You will receive the link to our Doxy.Me waiting room prior to your first session. There is also a link on our website to the waiting room.
- 3. By engaging in Teletherapy you agree to E-Mail and or USPS mail as a means to provide documents, handouts or other materials.
- 4. You also agree to phone contact and possibly text messages if you and your counselor agree to text.
- 5. You understand and agree with our policies regarding phone, electronic and internet usage. See our Policies & FAQ section; Informed Consent, Privacy Practices HIPPA & Practice Policies documents. All of these can be found on our website: www.counselorangela.com
- 6. Understand that your sessions will NOT be recorded by us. We do NOT expect you to record sessions. If you do, we are not responsible for the consequences of such an action including any breech of confidentiality that may result.
- 7. We are not responsible for confidentiality at your location. When having a session, please make sure you are in an area where you will not be distracted, disturbed, or overheard.
- 8. Please make sure that there is no or very little background noise so that interference in the session is limited.
- 9. IF you choose to have other persons present on your end of your teletherapy session or have children in the environment you MUST let your counselor know IN ADVANCE or if that is not possible, AT THE BEGINNING of the session.
- 10. Your counselor reserves the right to terminate the session at any time if it becomes necessary due to confidentiality or conduct issues.
- 11. Procedure in case of Teletherapy-Doxy.Me connection failure: Your session will continue via phone call. In certain circumstances your session may be rescheduled.
- 12. COST: Telehealth by Doxy.Me and Phone costs the same as in person counseling.
- 13. TIME & DURATION of SESSION: the same as in person counseling and by appointment only.
- 14. It is your responsibility to contact us with any questions and concerns you have at any time before, during or after your treatment.

I have read, understand and agree with the above	e. If submitting these electronically – my typed name
and date should be considered as binding as my written signature:	

Client/Guardian Name	Date

## **Additional Information:**

Taken from the NYS Department of Health Medicaid – February 2019; Volume 35 Number 2 – Special Edition Expansion of Telehealth.

## E. Patient Rights and Consents

The practitioner shall provide the member with basic information about the services that he/she will be receiving via telehealth and the member shall provide his/her consent to participate in services utilizing this technology. Telehealth sessions/services shall not be recorded without the member's consent. Culturally competent translation and/or interpretation services must be provided when the member and distant practitioner do not speak the same language. If the member is receiving ongoing treatment via telehealth, the member must be informed of the following patient rights policies at the initial encounter.

Documentation in the medical record must reflect that the member was made aware of the policies outlined below.

Patient rights policies must ensure that members receiving telehealth services:

- 1. Have the right to refuse to participate in services delivered via telehealth and must be made aware of alternatives and potential drawbacks of participating in a telehealth visit versus a faceto-face visit:
- 2. Are informed and made aware of the role of the practitioner at the distant site, as well as qualified professional staff at the originating site who are going to be responsible for follow-up or ongoing care;
- 3. Are informed and made aware of the location of the distant site and all questions regarding the equipment, the technology, etc., are addressed;
- 4. Have the right to have appropriately trained staff immediately available to them while receiving the telehealth service to attend to emergencies or other needs;
- 5. Have the right to be informed of all parties who will be present at each end of the telehealth transmission; and
- 6. Have the right to select another provider and be notified that by selecting another provider, there could be a delay in service and the potential need to travel for a face-to-face visit.

## F. Failure of Transmission

All telehealth providers must have a written procedure detailing a contingency plan in the case of a failure of transmission or other technical difficulty that renders the service undeliverable via telehealth. Policies and procedures must be available upon audit. If the service is undelivered due to a failure of transmission or other technical difficulty, a claim should not be submitted to Medicaid.