

Cleary Counseling and Consultation, Inc

Jacquyn R Cleary, MS, LPC, LMFT

1811 S. Baltimore

Suite 200

Tulsa, OK 74119

918.978-0176

TELEMENTAL HEALTH AGREEMENT FORM

Welcome. To begin your telemental health 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: LPC; LMFT

Link to verify my license: <https://www.ok.gov/behavioralhealth/counselor/app/index.php>

Search: Jacquyn Cleary License LPC 466 and LMFT 494

Experience: Private Practice since 1990 full time.

My schooling: Texas A&M University

Therapy Style

I utilize an eclectic approach. Meaning I utilized CBT, bibliotherapy, family systems therapy. I am very pragmatic in my approach and work with the client to achieve goals they have designated. I also am a strong proponent of Positive Psychology research and practice.

Client's participation - Expectations of the client:

The client should:

- ▶ Avoid using mind altering substances prior to session
- ▶ Dress appropriately during web-based sessions as you would if you were attending a session at your counselor's office
- ▶ Hold the session in a room that is appropriate for a web-based session, such as a home office
- ▶ Do not have anyone else in the room unless you first discuss it with your counselor
- ▶ Not conduct other activities while in session, such as driving
- ▶ Not bring any weapons of any kind to session (based upon clinical judgment)
- ▶ Do not record sessions without first obtaining the provider's approval.
- ▶ Be located within the states in which the clinician is licensed to practice (client should inform the clinician of their location)

►Minors should have a parent or guardian with them at the location/building of the web-based session, unless otherwise agreed upon with their counselor.

Confidentiality and Records

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

It is my personal, professional, and legal obligation to keep all of your protected health information (PHI) confidential, with some exceptions. The Notice of Privacy Practices form (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, (Jackie Cleary), and the billing company that I use, (Stonecreek Medical Billing), will be the only people viewing your information. I have a business associate agreement with, Stonecreek Medical Billing, meaning that they have safety measures in place to keep your PHI secure and confidential, and they are regulated by the government.

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 <https://www.jituzu.com> which is designed for healthcare and provides a Business Associate Agreement for HIPAA compliance. 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 (on my phone).
- My phone and computer are both password protected and full disk encrypted.
- Any paper with your personal information is kept in a locked cabinet behind a locked door.

Email:

All contact through email to me should go through: Jackie-Cleary@hushmail.com

Video Conferencing:

All video conferencing correspondences will be done through <https://www.jituzu.com/conf/list/>

Texting:

You may get courtesy reminders through phone call or text. In signing this you understand that these are not necessarily secure. _____.

Risks / Client's Responsibilities / Client's Protection

When using technology for communication there is a risk that it may be forwarded, intercepted, circulated, stored, or even changed, and the security of the devices used may be compromised. Although I make reasonable efforts to protect the privacy and security of all electronic communication with you, it is not possible to completely secure the information. _____

If you use any other methods of electronic communication with me, other than the means recommended by me, there is a reasonable chance that a third party may be able to intercept that communication.

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 the safety measures that are detailed on the “Privacy Measures” document. 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, these are the most effective ways to get in touch in a reasonable amount of time:

- ▶ By phone 918-978-0176 You may leave messages on the voicemail, which is confidential.
- ▶ By secure messaging using your client portal on <https://www.jituzu.com>

Please refrain from making contact with me using any social media messaging systems such as Facebook Messenger or Twitter. These methods have very poor security and I am not prepared to watch them closely for important messages from clients.

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. If you choose to do this, please be advised that you have been made aware._____.

Any 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 24 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, 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 918-978-0176
- ▶ If you cannot reach me by phone, please leave a voicemail and call 911 or go to an emergency room.

Couples Counseling

In the process of couples counseling, I, your therapist, do not keep secrets for any party.

Cost of Sessions

The cost of your session will be agreed upon between you and I over the phone. It will also be stated on your scheduled appointment on your client portal. 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. If you are in need of

additional support between sessions and choose to use telephone calls, email or chat, you will be billed \$1 per minute for every minute that exceed 10 in duration. However; I will not provide counseling via these methods, only via the Jituzu service.

Email counseling is billed at \$40 per email that you send with a maximum of 300 words per email. You will get one email response per email that you send.

There is no Counseling via Texting

Most insurance providers will not cover distance counseling. Some insurance carriers will cover distance counseling via video conferencing, within their given parameters. I have chosen to provide distance counseling/coaching on a Private Pay/cash basis. No insurance billing will be provided for this service.

You are responsible to pay any fees incurred at the time of your counseling session.

I have a Business Associate Agreement, meaning they agree to adhere to HIPAA law, and have measures in place to keep your PHI secure and confidential. If your insurance provider is billed you will likely get statements via mail by StoneCreek Medical Billing. Cash, personal checks, , and all major credit cards are acceptable for payment.

There is a \$25 fee for any returned checks. If you pay by credit card you might receive a receipt via email, and it will likely show up on your billing statement.

By not canceling your appointment as stated in the cancellation policy, you are agreeing to the price of your session as stated on this counseling form.

The cost for documentation requested, and appearing in court depends on the specific request.

Cancellation Policy

I require a 24 hour cancellation notice. If the client fails to cancel 24 hours in advance and/or cancels within that window of time. They will be billed \$95.00 for that missed time.

Structure of Sessions

I, Jackie Cleary, offer counseling via face-to-face, video conferencing, and email. 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:

1811 S. Baltimore Ste. 200
Tulsa, Oklahoma 74119

Video conferencing counseling sessions are held via <https://www.jituzu.com/conf/list/> It is recommended that you sign on to your 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 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.

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

- ▶ May lack 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, 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 this happens as a result of an issue with technology on my side or yours, and we are not able to reconnect, you will not be charged for the session.

Professional Relationship

The Counseling relationship is considered a Professional relationship. It is therefore, not therapeutic that the client request to be on the therapist's personal Facebook .

Termination Policy

Should the counseling relationship come to an end, You will be called two times and the third time, a letter will be sent to you with 3 names for a possible referral.

Statement Regarding Ethics, Client Welfare & Safety

All client/patient relationships will be treated with the most respect regarding boundaries, ethics and safety. The client's health, life satisfaction and safety will have top priority.

Please check the ways in which you are authorizing me to be in contact with you:

- In-Person
- Video Conferencing
- Secure messaging

You may, at any time during the course of your treatment, withdraw you 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, Jacquyn (Jackie) Cleary.

Client Name: _____

Client Signature: _____

Date: _____

Signature for legal guardian and or POA:

Legal Guardian/POA Name: _____

Legal Guardian/POA Signature: _____

Date: _____