

## TELEHEALTH COUNSELING AGREEMENT

Dr. Jan Martin Dunn, PLLC  
13355 Noel Road, Suite 1100  
Dallas, Texas 75240  
214.890.6637 Phone  
214.746.5002 Fax  
[www.drjandunn.com](http://www.drjandunn.com) Website  
[janmdphd@drjandunn.com](mailto:janmdphd@drjandunn.com) Email

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: TEXAS LMFT Licensed Marriage & Family Therapist, #4750

Link to Verify License: [https://www.dshs.state.tx.us/mft/mft\\_rosters.shtm](https://www.dshs.state.tx.us/mft/mft_rosters.shtm)

License: TEXAS LPC Licensed Professional Counselor, #12149

Link to Verify License: [https://www.dshs.state.tx.us/counselor/lpc\\_rosters.shtm](https://www.dshs.state.tx.us/counselor/lpc_rosters.shtm)

License: TEXAS LCDC Licensed Chemical Dependency Counselor, #11683

Link to Verify License: [https://www.dshs.state.tx.us/lcdc/lcdc\\_rosters.shtm](https://www.dshs.state.tx.us/lcdc/lcdc_rosters.shtm)

License: DCC # 2180 (Distance Credentialed Counselor) from 07/03/17 to 07/23/18

License: BC-TMH # 645 (Board Certified-TeleMental Health Provider) 07/23/18 to Present

Link to Verify License: <https://www.cce-global.org/search/peoplefinder?regionCode=1&stateCode=TX&certification=BC-TMH>

### Certifications

Certified in Levels 1 & 2 Training in Gottman Method Couples Therapy

Certified in SYMBIS (Saving Your Marriage Before It Starts) for Premarital Assessments

Prepare/Enrich for Premarital and Marital Assessments

SASSI Certification (Substance Abuse Subtle Screening Inventory)

Certified ANGER Resolution Therapist (CART)

Certified Texas PARENTING Coordinator: Texas Model for Collaborative Systems

Approved Supervisor for both the LPC License and the LMFT License

## **Experience**

Practicing full-time since 1993

## **Educational/Professional**

Doctor of Philosophy degree (Ph.D.) in Marriage & Family Therapy, Texas Woman's University, Denton, TX

Master of Science degree (M.S.) in Speech Pathology, University of North Texas, Denton, TX

Bachelor of Science in Education (B.S.) in Speech & Hearing Therapy, Abilene Christian University, Abilene, TX

American Association of Christian Counselors (AACC) Member

## **Therapy Model**

My Ph.D. is in Marriage and Family Therapy which means that I am a "systems" trained therapist. What does that mean? It means that I understand that you do not exist in a vacuum. You are tied by invisible strings to others within systems (family systems, friendship systems, work systems, etc.). Therefore, what you do/don't do affects others and what they do/don't do affects you. Even if you come to my office alone, in my mind I am building your systems as you talk to me about your life. Your systems have to be considered as we discuss the changes that you want to make in your life in order to have more personal growth.

## **Expectation of Client's Participation**

The client should:

- ▶ Agree that the therapist determines on an on-going basis whether the condition being assessed or treated is appropriate for telehealth services.
- ▶ Dress appropriately during web-based sessions as you would if you were attending a session at your counselor's office
- ▶ Know that the more you invest in the session, the more you will get out of it.
- ▶ Hold the session in a room that is appropriate for a web-based session, such as a home office (a place where you can have privacy)
- ▶ 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 the session (based upon clinical judgment)
- ▶ Do not record sessions without first obtaining the provider's approval.
- ▶ **Be** located in Texas in where I am 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.
- ▶ Avoid using mind-altering substances prior to session
- ▶ Know that you have the right to end counseling at any time. If you want to quit, we will need one last closure session.

## Confidentiality and Records

All of your PHI, protected health information, is kept:

- ▶ LMFT Board 801.48(e) "...for a minimum of 6 years for an adult client & 5 years beyond the age of 18 for a minor, whichever is longer." (as of 8/7/19)
- ▶ LPC Board 681.41(r) "...for a minimum of 6 years from the date of the last contact with the client." (as of 2/28/19)

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" document posted on my website, [www.drjandunn.com](http://www.drjandunn.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 in the "Notice of Privacy Practices" document, I, Dr. Jan Dunn, will be the only person viewing your information.

I have a Business Associate Agreement (BAA) with SimplePractice, meaning that they have safety measures in place to keep your PHI secure and confidential, and they are regulated by the government.

In the event of my death, retirement, or incapacity, your records will be given to the following records custodian: Brent Dunn, Frisco, Texas. 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. If you are a current client, the same records custodian will assist in providing appropriate referrals for further treatment.

The following information explains how I handle and store your PHI while you are receiving counseling if you choose 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 SimplePractice which is designed for healthcare and provides a Business Associate Agreement for HIPAA compliance. SimplePractice 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) and your email address (on my computer) if you have emailed me.

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**

SimplePractice will send you appointment reminders either by text or email; however, this is only done after your consent is given.

For encrypted email, we can use Hushmail. The email correspondence is stored; however, it is encrypted.

We can also use secure messaging through your SimplePractice client portal unless you request otherwise. SimplePractice stores our messaging communication.

- **Chat**

There is no provision for chatting.

- **Telehealth Video**

All video conferencing correspondences will be done through Telehealth by SimplePractice which is encrypted to the federal standard. Arrangements will be made for the client's ID to be either mailed or faxed to me between registration and the first session. Video sessions are not recorded and/or saved.

- **Texting**

SimplePractice will send you appointment reminders either by text or email; however, this is only done after your consent is given.

Another opportunity for texting is through an app called Signal. The texting is stored and 100% encrypted.

I only use SMS texting (unsecure) with clients who have signed the "Email and Texting Consent" document. And, even with permission to use SMS, it is not to be used for anything clinical (conversation that should be reserved for the privacy of a therapy room). You should be aware that email providers (such as Gmail, Comcast, Yahoo) keep a copy of each email on their servers, where it might be accessible to employers, attorneys, etc.

### **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.

You do have the right to consent to communication by non-secure means. It is just my responsibility to inform you of the potential risks. You are referred to the “Email and Texting Consent” document concerning this.

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 provided at [www.drjandunn.com](http://www.drjandunn.com).

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 214.890.6637. You may leave messages on the voicemail, which is confidential.
- ▶ By secure messaging using your client portal on SimplePractice.

Please refrain from contacting 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.

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 12 hours on weekdays (weekends are exempted from this time frame).

Be aware that there may be times when I am unable to receive or respond to messages, such as when I am 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 go to your nearest emergency room.

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

- ▶ By phone (214.890.6637) You may leave messages on this voicemail 24/7. It is confidential and I am the only one who hears the messages.

- ▶ If you cannot reach me by phone, please leave a voicemail.
- ▶ In addition, follow up with a secure text or email message.

### **Couples Counseling**

In the case of counseling for couples, confidentiality is handled in a specific way. If this relates to you, please let me know and we will discuss it. These sessions are not to be recorded.

### **Cost/Structure of Sessions**

I, Dr. Jan Dunn, offer counseling via face-to-face, video, phone, and email. Telehealth counseling is considered to be any of those methods other than face-to-face. If your counseling need is appropriate for Telehealth counseling, you can either solely receive counseling via one medium or any combination of them.

You, the client, are responsible for the cost of any technology at your location, such as a computer or other device, phone, phone call charges, software, headset, and any other costs you incur.

If sessions are requested via phone, texting, or email, it will be necessary for us to have a brief interaction either face-to-face or via Telehealth Video 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 I have 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 a private location, locate internet service (if available) that will be appropriate for Telehealth counseling might be at the home of a family member, a friend, a school, a doctor's office, etc.

- **Face-to-face Sessions are held at the following location:**  
13355 Noel Road, Suite 1100  
Dallas, Texas 75240

The cost of the session depends on the type of service, the date, the time, financial hardship, and so forth.

- **Telehealth Video Sessions** are held via [Telehealth by SimplePractice](#). It is recommended that you sign on to your [Telehealth by SimplePractice](#) account at least 10 minutes prior to your session start time. To do so, you will click the unique link embedded in the email reminder that you receive. Then you will wait for me to join the session, or I will be waiting for you to join the session.

For Telehealth sessions, the cost of your session will be agreed upon during our initial phone discussion. The cost of the session depends on the type of service, the date, the time, financial hardship, and so forth.

- **Phone Sessions** The cost of the session depends on the type of service, the date, the time, financial hardship, and so forth.

If you need additional support between sessions and choose to use telephone calls, you will be billed \$36.00/10 minutes after the initial 10-minute period.

- **Secure Email Sessions** are provided via Hushmail. It is free for you to use. As a courtesy to you, I answer brief, secure emails without charge. However, if we need to do something more extensive, we will agree on special financial arrangements.
- **Secure texting contacts** are provided through a free totally encrypted app called Signal. If you are interested in this, let me know and I will send you an invitation to have Signal. This is for mutual contact; it is not for full sessions.

The fee for each session will be due at the conclusion of the session. Please refer to your “Practice Policies” document for details on these payment options. You can pay with:

- Credit Card
- HSA Card
- FSA Card
- Check
- Cash

## **Insurance**

Some insurance providers will cover Telehealth counseling. Some insurance carriers will cover it via video conferencing and within their given parameters.

If filing insurance, you are responsible to pay in full for your session at the time of your counseling session.

Then I can provide you with an invoice (called a Superbill) that you can send to your insurance company.

## **Legal**

See information about Fees Concerning Legal Issues in the “Practice Policies” document, page 3.

## **Missed Appointment Policy**

Please remember to cancel or reschedule 24 hours in advance. You will be responsible for the entire fee if cancellation is less than 24 hours. That is because you had a reservation with me and no one else could use that time. The charge will be applied to your credit card on file.

Appointments missed because of severely inclement weather will not be charged.

Third-party payers (insurance companies) do not pay for missed appointments.

It is very easy to cancel an appointment. Just call the voice mail number on my business card and website: 214.890.6637. It is a 24-hour number, so you can leave a message at any time. If you have a SimplePractice portal, you can go there to make/cancel/reschedule appointments.

## **Benefits of Telehealth Counseling**

Counseling is made available to:

- ▶ Populations that have trouble accessing face-to-face counseling (such as rural areas)
- ▶ People with varying work schedules (such as couples)
- ▶ Clients who fear being judged or simply noticed in their community
- ▶ Busy professionals
- ▶ Homemakers with small children to care for
- ▶ Clients with anxiety disorders
- ▶ Clients with disabilities
- ▶ Clients who lack transportation
- ▶ Clients seeking a hard-to-find specialty
- ▶ Clients that are traveling or living elsewhere
- ▶ Clients in college

The following populations may be more comfortable seeking counseling online:

- ▶ Abuse survivors
- ▶ Sexuality, gender identity, sexual orientation
- ▶ PTSD, phobias, OCD, and other anxiety-related disorders
- ▶ Drug and alcohol abuse
- ▶ Shame
- ▶ Attachment issues

## **Limitations of Telehealth Counseling**

Telehealth counseling (any contact that is not face-to-face) 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 Telehealth 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.
- ▶ will have delays when using email or texting between the time when one person sends a message and the other person responds. In fact, the message may not even be received.



## **Emergency Management for Telehealth Counseling**

So that I am able to find help for you in case of an emergency and also for your safety, the following points 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 most often be during our sessions, and will inform me if this location changes.
- ▶ You, the client, will identify for me a person whom I, your therapist, am allowed to contact if I believe you are at risk. You will 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.

## **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 we get disconnected during a video session, end and restart the session. If we are unable to reconnect within 10 minutes, I will call you.

If we are having a phone session and get disconnected, I will call you back. If this happens as a result of my phone or phone service, and we are not able to reconnect, I will call you at a later time. You will not be charged for the session.

## **Professional Relationship (SOCIAL MEDIA AND TELECOMMUNICATION)**

Due to the importance of your confidentiality and the importance of minimizing dual relationships, I do not accept friend or contact requests from current or former clients on any social networking sites (Facebook, LinkedIn, etc.). I believe that adding clients as friends or contacts on these sites can compromise your confidentiality and our respective privacy. It may also blur the boundaries of our therapeutic relationship. If you have questions about this, please bring them up when we meet.

## **Termination Policy**

In therapy it is important to have a termination process in order to achieve some closure.

I may terminate treatment after appropriate discussion with you if I determine that the psychotherapy is not being effectively used or if I determine that you should be referred to someone in a specialty area for more treatment. I will not terminate the therapeutic relationship without first discussing and exploring the reasons and purpose of terminating.

It may be that after a period of time you would like to see a different therapist. If that happens, tell me and I will provide you with a list of qualified psychotherapists to treat you. You may also choose someone on your own or from another referral source.

Should you fail to schedule an appointment for four consecutive weeks, unless other arrangements have been made in advance, for legal and ethical reasons, I must consider the professional relationship to be closed. However, you can re-open it at any time.

## **Statement Regarding Ethics, Client Welfare, & Safety**

I assure you that my services will be rendered in a professional manner consistent with the ethical standards of my Boards. If at any time you feel that I am not performing in an ethical or professional manner, I ask that you please let me know immediately. If we are unable to resolve your concern, I will provide you with information to contact the professional licensing Board that governs my profession within Texas.

Due to the very nature of psychotherapy, as much as I would like to guarantee specific results regarding your therapeutic goals, I am unable to do so. However, with your participation, we will work to achieve the best possible results for you.

At times people find that they feel somewhat worse when they first start therapy before they begin to feel better. This may occur as you begin discussing certain sensitive areas of your life. However, a topic usually is not sensitive unless it needs attention. Therefore, discovering the discomfort is actually a success. Also, your growth and healing during counseling may shift the dynamics of your relationships.

I am sincerely looking forward to joining you on your journey toward healing and growth. If you have any questions about any part of this document, please ask.

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

- Face-to-Face
- Telehealth Video
- Telephone
- Email

You have the freedom to choose whether to enter into or remain in a counseling relationship.

You may, at any time during the course of your treatment, withdraw your authorization of any of these modes of treatment and/or of this agreement as a whole. Simply contact me and let me know.

BY SIGNING BELOW I AM AGREEING THAT I HAVE READ, UNDERSTOOD, AND AGREE TO THE ITEMS CONTAINED IN THIS DOCUMENT.

Signature of Client \_\_\_\_\_

Printed Name \_\_\_\_\_

Parent/Guardian Signature \_\_\_\_\_

Date \_\_\_\_\_

**TELEHEALTH COUNSELING AGREEMENT**

