

Telehealth Policies

The purpose of this document is to inform you, the Client, about the process of telehealth counseling services, policies, and potential risk factors with these services. The purpose is also to help safeguard you and give you information regarding alternatives to online services. This consent is an addendum to face-to-face informed consent. Please read the entire document.

DEFINITION: Telehealth also called teletherapy, tele-mental health, telemedicine, televideo, video counseling, or virtual counseling as it's otherwise known, is the online delivery of therapy services via a two-way video conferencing platform. Sessions are nearly identical to in-person therapy, only we interact through live, secure video conferencing.

BENEFITS OF TELEHEALTH: Virtual counseling expands access to mental health services for individuals who need it most. It benefits individuals with transportation barriers, those living in rural areas where there may not be as many providers to choose from, or individuals recovering from anhedonia. Modern life has also become very busy, so telehealth allows you to conveniently log in during a lunch break, after meetings, as you work from home, or between a child's school activities.

APPROPRIATENESS FOR TELEHEALTH: Virtual counseling may not be appropriate for many types of Clients including, those with active suicidal/homicidal thoughts, Clients who are experiencing manic/psychotic symptoms, some Clients who are minors, and those who have numerous concerns over the risks of telehealth. An alternative to receiving mental health services online would be receiving services face-to-face with another therapist or adjunct services using both modalities to work with two counselors at once. In such cases your therapist will refer you to another provider to receive face-to-face counseling before continuing services together.

CLIENT CONFIDENTIALITY, PRIVACY, AND SAFETY: Crescent Moon Counseling, LLC uses Telehealth by SimplePractice, a HIPAA compliant technology that we will use to conduct telehealth videoconferencing appointments. It is simple to use and there are no passwords required to log in. Your therapist will take extraordinary care and consideration to prevent unnecessary disclosure. Your therapist will use telehealth by SimplePractice and will interact with you from their own private, confidential location. They will follow all HIPAA privacy, confidentiality, and encryption policies described in this document. Maintaining Client confidentiality is extremely important. Although the internet provides the appearance of anonymity and privacy in counseling, privacy is more of an issue online than in person. You are responsible for understanding the potential risks of confidentiality being breached through unencrypted servers, lack of password protection, or leaving information on a public access computer. Confidentiality could be breached in transit by hackers or internet services providers, or at either end by others with access to your account or computer. If you access the internet from public locations such as a library, computer lab, or café, consider the visibility of your screen to people around you. Position yourself to avoid others seeing your screen. Using a cell phone for telehealth may also be a risk in that signals are scrambled but rarely encrypted.

You, the Client will be responsible for ensuring a private setting on your end for therapy. This means you are responsible for securing your own computer hardware, anti-virus security protection, internet access points, email and passwords that are encrypted, and making sure your access is as secure as possible. If you do not ensure encryption on your end, you should be aware that you are risking unauthorized monitoring of transmissions of virtual counseling sessions. All information exchanged during the telehealth session is confidential and protected, similar to in-person therapy, however, there are limits to confidentiality. Despite using a privacy protected telehealth service, there are still other breach of privacy risks such as: the transmission could be disrupted or distorted by technical failure, the transmission could be interrupted by unauthorized persons. For privacy reasons, Crescent Moon Counseling, LLC and your therapist agree not to record or videotape any therapy sessions. Your therapist also has a right to their privacy, and we request that teletherapy sessions never be recorded or videotaped by you. We prohibit the use of any copies or recordings a Client makes of therapist communications during session or posting any portion of session on internet websites or social media platforms such as Facebook, YouTube, or Tik Tok.

DEVICE ACCESS AND TRACKING: We ask you to determine who has access to your computer and electronic information from your location. This would include family members, co-workers, supervisors, and friends and whether confidentiality from your work or personal computer may be compromised due to such programs as a keylogger. We encourage you to only communicate through a computer or device that you know is safe i.e., wherein confidentiality can be ensured. Be sure to fully exit all online counseling sessions when done. Please be aware of artificial intelligence (AI) access on your phone, computer, or any cloud-based services in your home (ex. Alexa, Echo) that may be tracking your data by "listening" to you. Additionally, if you use location-based services on your mobile phone, you may wish to be aware of the privacy issues related to using these services. Crescent Moon Counseling, LLC is not placed as a check-in location on various sites such as Foursquare. However, if you have GPS tracking enabled on your device, it is possible that others may surmise that you are a therapy Client due to regular check-ins. Please be aware of "checking-in" risks.

THERAPEUTIC TREATMENT FACTORS: Therapists make clinical assessments, diagnosis, and interventions based not only on direct verbal or auditory communications, written reports, and third-party consultations, but also from direct visual and olfactory observations, information, and experiences. When using information technology in therapy services, potential risks include but are not limited to the therapists inability to make visual and olfactory observations of clinically or therapeutically potentially relevant issues such as: your physical conditions or disabilities, body type, gait, motor coordination, posture, work speed, any noteworthy mannerism or gestures, physical or medical conditions including bruises, injuries, basic grooming and hygiene, appropriateness of dress, eye contact, (including any changes in the previously listed issues), sex, chronological and apparent age, ethnicity, facial and body language, and congruence of language and facial or bodily expression. Potential consequences thus include the therapist not being aware of what they may consider important information, that you may not recognize as significant to present verbally to the therapist.

TELEHEALTH SCHEDULING: You may request to switch your in-person appointment to telehealth if any one of the following apply: Personal preference, illness or medical treatment that makes it difficult for in-person sessions, weather that causes hazardous driving conditions, loss of transportation or difficulty making it to in-person appointments, or other time constraints related to travel.

TELEHEALTH BILLING AND CANCELLATIONS: Telehealth is billed as a regular appointment. If using insurance, please call the back of your card to ask if telehealth is a covered service and if the therapist is in network. Telehealth is billable to most insurances but check with your insurance provider to confirm coverage. Standard No Show/Late Fees will be applied for telehealth missed sessions or late cancellations.

TELEHEALTH SESSION EXPECTATIONS: Each session your therapist will ask for your location to ensure your safety in case of an emergency. This is also required for documentation of billing and insurance purposes. You must be located in either Wisconsin or Minnesota to participate in therapy services.

CREATING A PRIVATE CONFIDENTIAL SPACE: There are many ways to help make your space more confidential to prevent yourself from being heard by others. Some options are free but other cost money. 1) Turn-on background noise, such as music or ambient TV 3) Turn-on fans 3) Use a sound machine to play white noise 4) Close windows, blinds, or curtains 5) Rearrange large furniture so bookshelves or entertainment centers lean up against shared walls, to create sound barriers 6) Lay rugs down on hard surfaced floors 7) Decorate walls with art 8) Choose soft furnishings in the room 9) Soundproof doors with a seal/barrier 10) Invest in sound absorbing wall panels.

TELEHEALTH SESSION PREPARATION: You can prepare for your telehealth appointment by 1) Following the confidentiality, encryption, and privacy suggestions described earlier in this document 2) Finding a private room or going to or an area you will be comfortable and closing the door 3) Making the room more confidential as described above 4) Creating “white noise” by turning on a fan or sound machine outside the door 5) Removing distractions by turning off music, T.V.’s, devices, or putting your phone away 6) Turning the lights on in the room so you can be seen during session 7) Lastly, taking a deep breath. Telehealth is new and different, it can feel intimidating, and technology can be frustrating. We can work through any anxieties and fears that come up together during this process.

WEB-BASED APPLICATIONS: During treatment, your therapist may suggest using a third-party web-based application (Ex. Virtual Sand Tray, Virtual Doll house, etc.). Web-based applications can be used to respond to treatment interventions, complete therapeutic worksheets, create artwork, or to participate in virtual play therapy. They may also be used to store your responses to interventions on their server for you to access at a later time. What you create on an application is considered confidential Patient Health Information (PHI). There are confidentiality risks with allowing a third-party application to save your PHI. Crescent Moon Counseling, LLC cannot guarantee HIPAA privacy when using third-party digital platforms and it is up to you, the Client to give verbal consent to use such digital platforms during telehealth. Crescent Moon Counseling, LLC is not held liable for confidentiality breaches when you choose to participate with a web-based application and store you PHI on their server. It is up to you, the Client to use safety precautions with web-based applications by signing out of the application at the end of session, deleting any personal information you have saved or downloaded, and limiting who has access view the application. When using an application, it may be necessary for your therapist to capture a screen shot of clinical interventions or artwork you have made in session. Screen shot images are used for the purpose of treatment planning, and for documentation of process-based art or play interventions that change each session. Your therapist will ask for your verbal consent before taking a screen shot. Images and media will be promptly deleted from any intermediary device, such as a hard drive, that is temporarily used to save and upload the image to your electronic health record. All photographic documentation will be stored confidentially in your Client file or electronic health record.

TERMINATION OF TELEHEALTH SERVICES: Telehealth services may be discontinued by the therapist or the Client at any time. The therapist may decide that the Client would be better served by in-person sessions. The Client may also discontinue services, for any reason. Services may be discontinued if privacy or confidentiality are not established, or if technical issues regularly interfere with communication. Upon termination, if you have digital artwork or interventions that you created, you have a right request that your therapist send you copies of anything that the therapist has saved in your electronic health record. If you have saved artwork or interventions in a third-party web-based application, it is you, the Client's responsibility to retrieve the items.