## Statement of Purpose, Scope, and Applicability

Mark S. DeBord, LCSW, LLC is committed to providing accessible services. Technology has advanced to allow for the efficient provision of services through means of telehealth. This technology allows clients to access services where travel would pose a barrier due to location and/or where a desired service is unavailable. Other clients may simply prefer such services and would not be likely to access services in person.

Telehealth services are not appropriate for all clients and would be better served in person (exclusionary criteria). For example, those experiencing serious mental illness, those who are a safety risk to themselves or others, and those whose symptoms prevent following protocol and use of the technology.

This policy is applicable to all clients, employees, interns and volunteers of Mark S. DeBord, LCSW, LLC.

# Policy

It is the policy of Mark S. DeBord, LCSW, LLC to make use of technology to provide services where and when deemed appropriate and effective for a particular client and when that client prefers to receive services via telehealth.

It is the policy of Mark S. DeBord, LCSW, LLC to provide telehealth services to approximate in-person services as closely as possible which involves quality video connection and reliable internet and HIPAA compliant platform. This includes but is not limited to informed consent, the development of therapeutic relationship, safety plan (as indicated), ability of all parties to effectively use the real-time interactive technology (synchronous), and the development and storage of records. Services will only be provided in accordance with scope of provider’s license which general means services will mostly be limited to client’s who reside in LA and located in LA when service is provided.

## Procedures

Mark S. DeBord, LCSW, LLC will use HIPAA compliant telehealth platform with which exits a Business Associates Agreement (BAA).

Mark S. DeBord, LCSW, LLC staff will receive direct referrals per usual protocol and customary methods of individual clients, EAP companies, insurance companies and other healthcare providers.

As deemed appropriate and desired by client, telehealth services will be considered. There will be a brief, informal assessment of client’s ability to use required technology and any presenting exclusionary criteria at time of initial referral. This assessment will continue through the examination of completed documents and/or other medical records available as well as the initial attempt(s) to connect through the technology. Directions for use of the technology may be given by a combination of provider phone calls and messages through the telehealth platform when the provider sends the client an “invite” to the telehealth platform.

The client will complete (as applicable and instructed) informed consents (including specific telehealth consent), client data form, authorizations, fill-in-the-blank psychosocial, PHQ, OQ, PCOMS and will provide copy of insurance and driver’s license in advance. These forms may be mailed through USPS or uploaded through the telehealth platform. Information to assist with the informed consent can be found on provider’s website, [www.markdebord.com](http://www.markdebord.com) with additional explanation and opportunity for questions as the process progresses. The driver’s license will be used to determine identity and confirmation of client residing in LA.

Mark S. DeBord, LCSW, LLC will make reasonable effort to confirm that client’s insurance or EAP covers telehealth services, but ultimately the client is responsible for payment.

Mark S. DeBord, LCSW, LLC staff will avail themselves to available updated information concerning the use of telehealth through NASW, LABSWE, and other professional organizations.

Mark S. DeBord, LCSW, LLC will develop a safety plan with client that includes the client’s agreement to seek services at an Emergency Department (ED). The client will provide name, address and phone number for nearest ED, Primary Care Physician and Emergency Contact.

The client will be instructed to locate themselves in a private setting where one is not likely to be interrupted during the provision of services in order to make the most of the service and best approximate an office setting. The provider will inform the client of any additional people in the room with provider as client has right to refuse their presence. The client will inform provider of others that may be in the room with client as consents may be required/ desired and out of courtesy. The client will be instructed as to protocol when services are interrupted. In general, that will require a phone call and a rescheduled appointment time.

Mark S. DeBord, LCSW, LLC will develop and maintain Medical Records similarly to those developed and maintained of clients receiving in person services. Billing for services will also be similar to that of clients receiving in person services with the exception that “GT” modifier will often be used to indicate the service was provided via telehealth. Client’s payment of deductible, co-pay and/or other charges will be made by check delivered through USPS or other HIPAA compliant means.

**CONSENT TO PARTICIPATE IN TELEHEALTH SERVICES**

**1. PURPOSE.** The purpose of this form is to obtain your consent for telehealth services.

**2. DESCRIPTION OF SERVICES.** Telehealth service involves the use of technology to connect via a HIPAA compliant platform in order to provide services without having to travel and present in person to provider’s office. Additionally, Mark S. DeBord, LCSW, LLC may connect through telehealth with your other healthcare providers in order to coordinate care. During your telehealth services, details of your medical history and personal health information may be discussed with other health professionals through the use of interactive telecommunications technology.

**3. RISKS, BENEFITS AND ALTERNATIVES.** The benefits of telehealth services include having access to services without having to travel or present in person. A potential risk of telehealth services is that because of your specific medical condition, or due to technical problems, in person services may still be necessary after the telehealth services appointment. Additionally, in rare circumstances, security protocols could fail causing a breach of patient privacy. The alternative to telehealth services service is in person service.

**4. MEDICAL INFORMATION AND RECORDS.** All laws concerning patient access to medical records and copies of medical records apply to telehealth services. By signing this consent, you agree that the HIPAA compliant platform business entity will have access to the information. Those entities will have a Business Associates Agreement with Mark S. DeBord, LCSW, LLC. Dissemination of any patient identifiable images or information from the telehealth services shall not occur without your consent and/or as allowed by HIPAA or laws which may mandate the sharing of information.

**6. CONFIDENTIALITY.** All existing confidentiality protections under federal and Louisiana law apply to information used or disclosed during your telehealth services.

**7. RIGHTS.** You may withhold or withdraw your consent to telehealth services at any time before and/or during the receipt of services without affecting your right to future care or treatment, or risking the loss or withdrawal of any program benefits to which you would otherwise be entitled. I also understand that if the provider believes I would be better served by a traditional in person encounter, the provider may, at any time stop the telehealth visit and schedule a face-to-face visit. I understand that I may expect the anticipated benefits from the use of telehealth services in my care, but that no results can be guaranteed or assured.

**I have read and understand the information provided above along with the Telehealth Services Policy of Mark S. DeBord, LCSW, LLC. I have had an opportunity to ask questions about this information and all of my questions have been answered. I have read and agree to receiving services via telehealth; thus, I hereby authorize Mark S. DeBord, LCSW, LLC to use telehealth services in my care.**

Nearest Emergency Dept. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Phone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Primary Care Physician \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Phone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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Signature of Patient or Patient’s Representative Date

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Signature of Provider Date