4. TECHNOLOGY & TELEHEALTH CONSENT

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TECHNOLOGY USED IN YOUR CARE

Mindset Behavioral Health is a paperless practice that relies on Thank you, I have just sent you an email through our system with some information about our practice, and a link to our secure client portal at the bottom of that email. We have some consent forms for you to sign, and a couple of intake questionnaires to fill out prior to scheduling your first appointment. Technology to support many aspects of your care, including completing forms, communicating through the client portal or via text message, scheduling appointments, billing, and participating in virtual appointments (TELEHEALTH) when applicable. We strive to make these systems easy to use; however, because technology is central to how we operate, our practice may not be the best fit for clients who are unable or prefer not to engage with these electronic tools.

SECURE CLIENT PORTAL

Our secure client portal is an essential part of your care at Mindset Behavioral Health. The portal provides a secure, HIPAA-compliant platform for communication and the exchange of protected health information (PHI).

Through the client portal, you can:

- Complete and sign intake and consent forms electronically.
- Securely send and receive messages with your therapist or our administrative staff.
- Receive documents and other confidential information related to your care.
- View upcoming appointments and appointment details.
- Access billing information, invoices, and payment history.
- Update your payment method, insurance information, and other account details.

TELEHEALTH SERVICES

CONSENT FOR (& EXPECTATIONS OF) TELEHEALTH VISITS

1. I understand that I may have the option to engage in a virtual appointment, as an alternative to in person appointments, either at my request or due to illness or office closure.

2. My health care provider explained to me how the video conferencing technology that will be used to affect such a visit will not be the same as a direct client/health care provider visit due to the fact that I will not be in the same room as my provider.

3. I understand that a telehealth visit has potential benefits including easier access to care and the convenience of meeting from a location of my choosing.

4. I understand that while I can choose the location to conduct the telehealth session, I am aware that my provider requires it to be a private space and that I not be engaged in risky, distracting behavior during the session (such as driving). I understand that private space means others (such as spouse, children, or coworkers) cannot be present for my session.

5. I also understand that my provider is licensed in Oklahoma to provide therapy services in Oklahoma, and I agree to only engage in telehealth sessions while also located in the state of Oklahoma.

6. I understand there are potential risks to this technology, including interruptions, unauthorized access, and technical difficulties. I understand that my health care provider or I can discontinue the telehealth consult/visit if it is felt that the videoconferencing connections are not adequate for the situation.

7. If my provider or I choose to utilize the telehealth option for appointments, I understand I can have a direct conversation with my provider or the front office staff first, during which I will have the opportunity to ask questions regarding this procedure. The risks, benefits and any practical alternatives will be discussed with me

in a language in which I understand.

8. I understand that the attendance policy is the same for virtual as it is for in person; meaning that if I am more than 15 minutes late to my virtual appointment, or if I log off early, my insurance will not be billed and my payment method on file will be charged the full fee.

9. I understand that a strong WiFi connection is essential. Checking that my laptop, tablet, or smartphone has functional audio-and video ahead of my visit is my responsibility. Downloading the app to my mobile device, if necessary, ahead of my visit is also my responsibility. Being late or missing my appointment due to these issues may result in late cancellation or no show fees being charged to my card on file.

*Headphones with a built-in microphone can be helpful in optimizing your hearing.

*To be sure your provider can see you, adjust your camera so your face is visible, not the ceiling. Camera must be turned on for the duration of the session.

*Our staff are available for test calls prior to your appointment, just reach out and let us know.

*Sign in for your virtual visit where you have no outside distractions. This will ensure communication is clear and concise. You should be seated and in a well-lit room without other people around.

*If you are using a smartphone, set your phone to Do Not Disturb to be sure your session is not disconnected.

*Do not call in for your appointment while you are:

- Driving
- Walking or running
- Shopping
- Outdoors in a windy area

10. **FOR MINORS**: I understand that if my minor child participates in virtual appointments, a parent or legal guardian must be present in the home or location where the session is taking place. The parent or guardian does not need to remain in the same room but must be available if the provider requires their participation or in the event of an emergency. **Virtual sessions may not be conducted at school.** If a parent or guardian is not available during the minor's appointment, we may need to reschedule-and late cancellation fees will apply.

CONSENT TO USE THE TELEHEALTH BY SIMPLEPRACTICE SERVICE

Telehealth by SimplePractice is the technology service we will use to conduct telehealth videoconferencing appointments. It is simple to use and there are no passwords required to log in. By signing this document, I acknowledge:

1. Telehealth by SimplePractice is NOT an Emergency Service and in the event of an emergency, I will use a phone to call 911.

2. Though my provider and I may be in direct, virtual contact through the Telehealth Service, neither

SimplePractice nor the Telehealth Service provides any medical or healthcare services or advice including, but not limited to, emergency or urgent medical services.

3. The Telehealth by SimplePractice Service facilitates videoconferencing and is not responsible for the delivery of any healthcare, medical advice or care.

4. I do not assume that my provider has access to any or all of the technical information in the Telehealth by SimplePractice Service – or that such information is current, accurate or up-to-date. I will not rely on my health care provider to have any of this information in the Telehealth by SimplePractice Service.

5. To maintain confidentiality, I will not share my telehealth appointment link with anyone unauthorized to attend the appointment.

CONSENT FOR USE OF ARTIFICIAL INTELLIGENCE (AI) TOOLS IN YOUR THERAPY SERVICES

At Mindset Behavioral Health®, we are committed to providing you with the best possible treatment. To help us manage our practice efficiently and enhance our services, we use technology, including certain artificial intelligence (AI) tools. This document explains how we use these tools and asks for your consent to use them as part of your treatment. Your privacy, confidentiality, and the quality of your treatment remain our highest priorities.

How We Use AI Tools

AI tools are used strictly for administrative and supplementary support tasks under the direct supervision of your therapist. These tools do not provide therapy, make independent clinical decisions, or interact with you directly. The specific purposes for which we may use AI now and in the future include:

• Assisting your therapist in drafting and organizing session notes;

• Managing appointment scheduling and/or sending reminders;

• Processing billing and insurance claims;

• Analyzing data to identify therapy trends and track progress, which is always reviewed by your therapist;

• Analyzing business information and generating reports or trends to help me manage my business; or

• Helping to identify and organize external resources or referrals for your use.

How We DO NOT Use AI Tools

To be clear, we do not use AI to:

• Make independent therapeutic decisions or diagnoses;

• Communicate with you directly to provide therapeutic advice;

• Generate treatment recommendations without the direct review, approval, and input of your licensed therapist; or

• Detect or interpret your emotions or mental state.

Consent for Session Transcription

To help create accurate and detailed session notes, your therapist may use an AI tool called Note Taker that transcribes your sessions and then prepares a draft progress note. Note Taker is a feature in the Electronic Health Record and practice management platform that we use from SimplePractice.

Your Rights and Confidentiality: All information, including any data processed by an AI tool, is treated as part of your confidential health record and is protected by the same privacy and security standards as all other aspects of your care, including HIPAA.

• SimplePractice and its Note Taker tool are HIPAA-compliant and HITRUST certified.

• All audio-recordings of therapy sessions through Note Taker are immediately deleted as soon as a transcript is created, generally within minutes of a session ending.

- Transcripts that are created through Note Taker are only retained for the shorter of 7 days or when the progress note is signed and locked by your therapist. After that, they are permanently deleted.

• During the time that transcripts are available in Note Taker, they always remain confidential and secure, and are only available for your therapist's use to verify the accuracy of the progress note. They are not used for any other purpose.

Right to Revoke Consent

Your consent is voluntary. You have the right to withdraw this consent at any time by notifying your therapist in writing. Revoking your consent will not affect your ability to receive therapy services.

ACKNOWLEDGMENT

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