

## **INFORMATION, AUTHORIZATION, & CONSENT TO TELEMENTAL HEALTH**

Thank you so much for choosing the services provided by Breakthru Counseling & Consulting, P.C. (BCC). This document is designed to inform you about what you can expect from BCC regarding confidentiality, emergencies, and several other details regarding your treatment as it pertains to TeleMental Health. TeleMental Health is defined as follows:

“TeleMental Health means the mode of delivering services via technology-assisted media, such as but not limited to, a telephone, video, internet, a smartphone, tablet, PC desktop system or other electronic means using appropriate encryption technology for electronic health information. TeleMental Health facilitates client self-management and support for clients and includes synchronous interactions and asynchronous store and forward transfers.” (Georgia Code 135-11-.01).

TeleMental Health is a relatively new concept despite the fact that many therapists have been using technology-assisted media for years. Breaches of confidentiality over the past decade have made it evident that Personal Health Information (PHI) as it relates to technology needs an extra level of protection. Additionally, there are several other factors that need to be considered regarding the delivery of TeleMental Health services in order to provide you with the highest level of care. Therefore, I have completed specialized training in TeleMental Health. I have also developed several policies and protective measures to assure your PHI remains confidential. These are discussed below.

### The Different Forms of Technology-Assisted Media Explained

#### **Telephone via Landline:**

It is important for you to know that even landline telephones may not be completely secure and confidential. There is a possibility that someone could overhear or even intercept your conversations with special technology. Individuals who have access to your telephone or your telephone bill may be able to determine who you have talked to, who initiated that call, and how long the conversation lasted. If you have a landline and you provided me with that phone number, I may contact you on this line from my own landline in my office or from my cell phone, typically only regarding setting up an appointment if needed. If this is not an acceptable way to contact you, please let me know. Telephone conversations (other than just setting up appointments) are billed at my in-person session rate.

#### **Cell phones:**

In addition to landlines, cell phones may not be completely secure or confidential. There is also a possibility that someone could overhear or intercept your conversations. Be aware that individuals who have access to your cell phone or your cell phone bill may be able to see who you have talked to, who initiated that call, how long the conversation was, and where each party was located when that call occurred. However, I realize that most people have and utilize a cell phone. I may also use a cell phone to contact you, typically only regarding setting up an appointment if needed. Telephone conversations (other than just setting up appointments) are billed at my in person session rate. If this is a problem, please let me know, and we will discuss our options.

#### **Text Messaging:**

Text messaging is not a secure means of communication and may compromise your confidentiality. However, I realize that many people prefer to text because it is a quick way to convey information. **Nonetheless, please know that it is my policy to utilize this means of communication strictly for appointment confirmations.** Please do not bring up any therapeutic content via text to prevent compromising your confidentiality. You also need to know that I am required to keep a copy or summary of all texts as part of your clinical record that address anything related to therapy. I also strongly suggest that you only communicate through a device that you know is safe and technologically secure (e.g., password protected).

Please Initial that you have read this page:\_\_\_\_\_

**Email:**

I utilize a secure email platform that is hosted by GoDaddy: Proofpoint Essentials. I have chosen this technology because it is encrypted to the federal standard, HIPAA compatible, and has signed a HIPAA Business Associate Agreement (BAA). The BAA means that the company is willing to attest to HIPAA compliance and assume responsibility for keeping your PHI secure. If we choose to utilize emailing as part of your treatment, I encourage you to also utilize this software for protection on your end. Otherwise, when you reply to one of my emails, everything you write in addition to what I have written to you (unless you remove it) will no longer be secure. My encrypted email service only works to send information and does not govern what happens on your end. I also strongly suggest that you only communicate through a device that you know is safe and technologically secure (e.g., has a firewall, anti-virus software installed, is password protected, not accessing the internet through a public wireless network, etc.).

Email (other than just setting up appointments) is billed at my in-person session rate for the time I spend reading and responding to them. **If you are in a crisis, please do not communicate this to me via email because I may not see it in a timely matter. Instead, please see below under "Emergency Procedures."** Finally, you also need to know that I am required to keep a copy or summary of all email as part of your clinical record that address anything related to therapy.

**Social Media - Facebook, Twitter, LinkedIn, Instagram, Pinterest, Etc:**

It is my policy not to accept "friend" or "connection" requests from any current or former client on my **personal** social networking sites such as Facebook, Twitter, Instagram, Pinterest, etc. because it may compromise your confidentiality and blur the boundaries of our relationship.

Please refrain from contacting me using social media messaging systems such as Facebook Messenger or Twitter. These methods have insufficient security, and I do not watch them closely. I would not want to miss an important message from you.

**Video Conferencing (VC)**

Video Conferencing is an option for us to conduct remote sessions over the internet where we not only can speak to one another, but we may also see each other on a screen. I utilize <https://doxy.me>. This VC platform is encrypted to the federal standard, HIPAA compatible, and has signed a HIPAA Business Associate Agreement (BAA). The BAA means that <https://doxy.me> is willing to attest to HIPAA compliance and assumes responsibility for keeping our VC interaction secure and confidential. If we choose to utilize this technology, I will give you detailed directions regarding how to log-in securely before our first VC appointment. Once you've been given the link at our first VC session, I ask that for following sessions, you please sign on to the platform at least five minutes prior to your session time to ensure we get started promptly. After the first session, you are responsible for initiating the connection with me at the time of your appointment(s).

I strongly suggest that you only communicate through a computer or device that you know is safe (e.g., has a firewall, anti-virus software installed, is password protected, not accessing the internet through a public wireless network, etc.).

**Recommendations to Websites or Applications (Apps):**

During the course of our treatment, I may recommend that you visit certain websites for pertinent information or self-help. I may also recommend certain apps that could be of assistance to you and enhance your treatment. Please be aware that websites and apps may have tracking devices that allow automated software or other entities to know that you've visited these sites or applications. They may even utilize your information to attempt to sell you other products. Additionally, anyone who has access to the device you used to visit these sites/apps, may be able to see that you have been to these sites by viewing the history on your device. Therefore, it is your responsibility to decide if you would like this information as adjunct to your treatment or if you prefer that I do not make these recommendations. Please let me know by checking (or not checking) the appropriate box at the end of this document.

Please Initial that you have read this page:\_\_\_\_\_

**Electronic Transfer of PHI for Billing Purposes:**

If I am credentialed with and a provider for your insurance, please know that I utilize a billing service who has access to your PHI. Your PHI will be securely transferred electronically to Medical Billing Associates. This billing company has signed a HIPAA Business Associate Agreement (BAA). The BAA ensures that they will maintain the confidentiality of your PHI in a HIPAA compatible secure format using point-to-point, federally approved encryption. Additionally, if your insurance provider is billed, you will generally receive correspondence from your insurance company, my billing company, or both.

**Electronic Transfer of PHI for Certain Credit Card Transactions:**

I utilize Ivy Pay as a HIPAA compliant company that processes your credit card information and I have a BAA with them. This company may send the credit cardholder a text or an email receipt indicating that you used that credit card for my services, the date you used it, and the amount that was charged. This notification is usually set up two different ways - either upon your request at the time the card is run or automatically. Please know that it is your responsibility to know if you or the credit card-holder has the automatic receipt notification set up in order to maintain your confidentiality if you do not want a receipt sent via text or email. Additionally, please be aware that the transaction will also appear on your credit-card bill.

**Your Responsibilities for Confidentiality & TeleMental Health**

Please communicate only through devices that you know are secure as described above. It is also your responsibility to choose a secure location to interact with technology-assisted media and to be aware that family, friends, employers, co-workers, strangers, and hackers could either overhear your communications or have access to the technology that you are utilizing. Additionally, you agree not to record any TeleMental Health sessions.

**Communication Response Time**

I'm required to make sure that you're aware that I'm located in the Southeast and I abide by Eastern Standard Time. My practice is considered to be an outpatient facility, and I am set up to accommodate individuals who are reasonably safe and resourceful. I do not carry a beeper nor am I available at all times. If at any time this does not feel like sufficient support, please inform me, and we can discuss additional resources or transfer your case to a therapist or clinic with 24-hour availability. I will return phone calls, texts and/or emails within One (1) Business day. However, I do not return calls or any form of communication on weekends or holidays. If you are having a mental health emergency and need immediate assistance, please follow the instructions below.

**In Case of an Emergency**

If you have a mental health emergency, I encourage you not to wait for communication back from me, but do one or more of the following:

- Call Behavioral Health Link/GCAL: 800-715-4225 or other 24-hour crisis hotline in your area.
- Call Ridgeview Institute at 770.434.4567 or local hospital
- Call Peachford Hospital at 770.454.5589 or local hospital
- Call Lifeline at (800) 273-8255 (National Crisis Line)
- Call 911.
- Go to the emergency room of your choice.

Please Initial that you have read this page: \_\_\_\_\_

### Emergency Procedures Specific to TeleMental Health Services

There are additional procedures that we need to have in place specific to TeleMental Health services. These are for your safety in case of an emergency and are as follows:

- You understand that if you are having suicidal or homicidal thoughts, experiencing psychotic symptoms, or in a crisis that we cannot solve remotely, I may determine that you need a higher level of care and TeleMental Health services are not appropriate.
- I require an Emergency Contact Person (ECP) who I may contact on your behalf, if in my clinical judgment, you are in a life-threatening emergency only. Please write this person's name and contact information below. Verify that your ECP is willing and able to go to your location in the event of an emergency. Additionally, if either you, your ECP, or I determine it is necessary, the ECP agrees to take you to a hospital. Your signature at the end of this document indicates that you understand and agree that I will contact this individual in the extreme circumstances stated above. Please list your ECP here:

Name: \_\_\_\_\_ Phone: \_\_\_\_\_

Relationship to You: \_\_\_\_\_

- You agree to inform me of the address where you are at the beginning of every TeleMental Health session.
- You agree to inform me of the nearest mental health hospital to your primary location that you prefer to go to in the event of a mental health emergency (usually located where you will typically be during a TeleMental Health session). Please list this hospital and contact number here:

Hospital: \_\_\_\_\_ Phone: \_\_\_\_\_

City: \_\_\_\_\_ County: \_\_\_\_\_

### In Case of Technology Failure

During a TeleMental Health session, we could encounter a technological failure. The most reliable backup plan is to contact one another via telephone. Please make sure you have a phone with you, and I have that phone number.

If our video conferencing session is disconnected and you are not having an emergency, disconnect from the session and I will re-contact you via the TeleMental health VC service. If we are unable to reconnect within two (2) minutes, please call me at the phone number I have provided you. If we are on a phone session and we get disconnected, please call me back at the phone number I have provided you.

If you are having an emergency when we are disconnected from either a VC or Phone session, do not wait to call me back but use our Emergency Procedures outlined in this agreement. Call me back after you have called for or obtained emergency services.

### Structure and Cost of Sessions

I offer primarily in person counseling. However, based on your ability to make in-person sessions, I may provide phone, email, or video conferencing if your treatment needs determine that TeleMental Health services are appropriate for you. If appropriate, you may engage in either in person sessions, TeleMental Health, or both. We will discuss what is best for you.

The structure and cost of TeleMental Health sessions are exactly the same as in person sessions described in my general "Psychologist-Client Services Agreement" form. I agree to provide TeleMental Health therapy for the fee of \$ 175.00 per 45-minute session. Texting and emails (other than just setting up appointments) are billed at my session rate for the time I spend reading and responding. Please sign the "Consent to Charge" Form, which was sent to you separately and indicates that I may charge your card without you being physically present.

Please Initial that you have read this page: \_\_\_\_\_

At your first session, have your card available for payment set up in Ivy Pay. Your credit card will be charged at the conclusion of each TeleMental Health interaction. **This includes any therapeutic interaction other than setting up appointments.** Visa, MasterCard, Discover, AMEX, Debit, HSA, FSA are acceptable for payment through Ivy Pay. Please note the receipt of payment will be shown on your card statement.

Insurance companies have many rules and requirements specific to certain benefit plans. At the present time, many do not cover TeleMental Health services. Typically, if insurance does provide coverage for TeleMental Health, it is limited to only VC sessions. As a courtesy service, if you provide us with your insurance information prior to your first session and assign the benefits to BCC, we will file your insurance claim for you. Ultimately though, you will be solely responsible for the entire fee of the session. It is ultimately also your responsibility to find out your insurance company's policies.

You are also responsible for the cost of any technology you may use at your own location. This includes your computer, cell phone, tablet, internet or phone charges, software, headset, etc.

#### Cancellation Policy

In the event that you are unable to keep either a an In-person appointment or a TeleMental Health appointment, you must notify me at least One (1) Business day in advance. Appointments not kept will be subject to a charge of half a session fee = \$ 87.50 per session missed. Payment is due before your next session via the credit card service you set up with BCC/Ivy Pay. Please note that insurance companies do not reimburse for missed sessions.

#### Limitations of TeleMental Health Therapy Services

TeleMental Health services should not be viewed as a complete substitute for therapy conducted in my office, unless there are extreme circumstances that prevent you from attending therapy in person. It is an alternative form of therapy or adjunct therapy, and it involves limitations. Primarily, there is a risk of misunderstanding one another when communication lacks visual or auditory cues. For example, if video quality is lacking for some reason, I might not see a tear in your eye. Or, if audio quality is lacking, I might not hear the crack in your voice that I could easily pick up if you were in my office.

There may also be a disruption to the service (e.g., phone gets cut off or video drops). This can be frustrating and interrupt the normal flow of personal interaction.

Please know that I have the utmost respect and positive regard for you and your wellbeing. I invite you to keep our communication open at all times to reduce any possible miscommunication as we utilize the TeleMental Health platform.

#### Face-to Face Requirement

If we agree that TeleMental Health services are the **primary** way we choose to conduct sessions, **I require one face-to-face meeting at the onset of treatment.** This initial meeting is to take place in my therapy office. If that is not possible, potentially, we can utilize video conferencing as described above. During this initial session, I will require you to show a valid picture ID (Driver's license) and another form of identity verification such a credit card in your name.

Please Initial that you have read this page:\_\_\_\_\_

Informed Consent to TeleMental Health Services

Please check the TeleMental Health services you are authorizing me to utilize for your treatment and administrative purposes. Together, we will ultimately determine which modes of communication are best for you. However, you may withdraw your authorization to use any of these services at any time during the course of your treatment just by notifying me in writing. If you do not see an item discussed previously in this document listed for your authorization below, this is because it is built-in to my practice, and I will be utilizing that technology unless otherwise negotiated by you.

Texting

Email

Video Conferencing (VC)

Recommendations to Websites or Apps

In summary, technology is constantly changing, and there are implications to all of the above that we may not realize at this time. Feel free to ask questions, and please know that I am open to any feelings or thoughts you have about these and other modalities of communication and treatment.

Please print your name, date, and sign your name below indicating that you have read and understand the contents of this form, you agree to these policies, and you are authorizing me to utilize the TeleMental Health methods described. This agreement is intended as a supplement to the general consent "Psychologist-Client Services Agreement" signed as a part of your BCC new client intake process and does not amend any of the terms of that agreement. Your signature below indicates agreement with this document's stated terms and conditions. I voluntarily choose and ask that my typed name on the signature line(s) of this document legally represent my electronic signature.

\_\_\_\_\_  
**Client Name (Please Print)**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Client Signature**

\_\_\_\_\_  
**Client DOB**

**If Applicable:**

\_\_\_\_\_  
**Parent's or Legal Guardian's Name (Please Print)**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Parent's or Legal Guardian's Signature**

My signature below indicates that I have discussed this form with you and have answered any questions you have regarding this information.

\_\_\_\_\_  
**Therapist's Signature**

\_\_\_\_\_  
**Date**

Please Initial that you have read this page: \_\_\_\_\_