

Rebecca B. Lapidus, PhD, PC
1340 N White Chapel Blvd, Suite 130, Southlake, TX 76092
DrRebeccaLapidus.com • (817) 601-5475

TELEMENTAL HEALTH (TECHNOLOGY) NOTICE

Thank you for choosing the services that I provide. This document informs you about what you can expect from me as it pertains to TeleMental Health (technology). I have completed specialized training in TeleMental Health and have developed policies and protective measures to provide you with optimum care. Technology is constantly changing, and there are implications to all of the below that we may not realize at this time. While some information may sound alarming or over cautious, I'd rather you be able to make fully informed choices.

The Different Forms of Technology-Assisted Media Explained

Telephone via Landline or Cell Phone:

Landline telephones or Cell Phones 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 to whom you have talked, who initiated calls, where you were located during calls, and how long conversations lasted. If you have a landline and/or cell phone number and you provided me with that phone number, I may contact you on this line from a work landline or from a cell phone. If this is not an acceptable way to contact you, please let me know.

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 to schedule appointments because it is a quick way to convey information. Please know that it is my policy to utilize this means of communication strictly for appointment scheduling. 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 that address anything related to therapy as part of your clinical record.

Email:

Email is not a secure means of communication and may compromise your confidentiality. Also, you need to know that I am required to keep a copy or summary of all emails as part of your clinical record that addresses anything related to therapy. Even though we will only utilize email for appointment scheduling or very brief topics, I utilize a secure email platform that is hosted by HushMail for your added protection. I have chosen this technology because it is encrypted to the federal standard, HIPAA compatible, and the company 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. 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, does not access the internet through a public wireless network, etc.). 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.

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 any of my personal social networking sites or professional networking sites because it may compromise confidentiality and blur the boundaries of relationships. Please refrain from making contact with me using social media messaging systems as these methods have insufficient security.

Google, Bing, etc.:

I do not look up information about clients on Google, Bing or any other search engine. I respect your privacy and make it a policy to allow you to share information about yourself with me as you feel appropriate. If there is content on the Internet that you would like to share with me for therapeutic reasons, please print this material out and bring it to your session. If you want me to review the material between sessions, please note that my hourly charge applies to time spent reading and responding.

Website Portal:

I have a client portal and can send you a direct link to this with the email or cell phone number you provide me for this reason. This portal is powered by Automated Medical Assistant. Automated Medical Assistant ensures this portal is encrypted to the federal standard, HIPAA compatible, and has agreed to sign a HIPAA Business Associate Agreement (BAA). The BAA means that Automated Medical Assistant is willing to attest to HIPAA compliance and assumes responsibility for keeping our interactions secure and your PHI confidential. I strongly suggest that you only access this portal through a 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.).

Faxing Medical Records:

If you authorize me (in writing) via a "Release of Information" form to send your medical records or any form of PHI (protected health information) to another entity for any reason, I may need to fax that information to the authorized entity. It is my responsibility to let you know that fax machines may not be a secure form of transmitting information. Additionally, information that has been faxed may also remain in the hard drive of the fax machine.

Recommendations to Websites or Applications (Apps):

During treatment, I may recommend certain websites for pertinent information or self-help and apps that could assist you and enhance your treatment. Websites and apps may have tracking devices that allow automated software or other entities to know that you have accessed them and may utilize your information to attempt to sell you products. Additionally, anyone who accesses the device you used may be able to see that you have been to these sites by viewing the history on your device. Decide if you would like this information as adjunct to your treatment or if you prefer that I do not make these recommendations.

Electronic Record Storage:

Your communications with me will become part of a clinical record of treatment, and it is referred to as Protected Health Information (PHI). Your PHI will be stored electronically with Automated Medical Assistant, a secure storage company who 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.

Information about Phone/Video Therapy Services

Your Responsibilities for Confidentiality & TeleMental Health: Please communicate only through devices that you know are secure. 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.). 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 interacting with. Additionally, you agree not to record any TeleMental Health sessions unless arranged with me beforehand.

Emergency Procedures Specific to Long Distance TeleMental Health Services: There are additional procedures for your safety that I need to have in place specific to long distance TeleMental Health services:

- 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.
- You agree to tell me the address where you are at the beginning of every TeleMental Health session.
- You agree to inform me of the hospital nearest to your primary location that you prefer to go to in the event of a mental health emergency.

In Case of Technology Failure: During a TeleMental Health session, we could encounter a technological failure. If you and I get disconnected from a video conferencing or chat session, end and restart the session. If you are unable to reconnect within 5 minutes, please call me. If you and I are on a phone session and you get disconnected, please call me back or contact me to schedule another session. If the issue is due to my phone/internet service, and we are not able to reconnect, I will not charge you for that session.

Structure and Cost of Sessions: I offer primarily face-to-face counseling but may provide phone or video conferencing if TeleMental Health services are appropriate for you. The structure and cost of TeleMental Health sessions are exactly the same as face-to-face sessions described in my general "Psychotherapist-Patient Services Agreement" form.

Insurance companies have many rules and requirements specific to certain benefit plans. It is your responsibility to find out your insurance company's policies and to file for insurance reimbursement for TeleMental Health services. I will be glad to provide you with a statement for your insurance company.

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.

Video Conferencing (VC): Video Conferencing is an option for us to have remote sessions over the internet where we may speak to one another as well as see one another on a screen. I utilize <https://doxy.me/drlapidus>. This VC platform is encrypted to the federal standard, HIPAA compatible, and has signed a HIPAA Business Associate Agreement (BAA). The BAA means that Doxy.me is willing to attest to HIPAA compliance and assumes responsibility for keeping your VC interaction secure and confidential. If you choose to utilize this technology, I will give you detailed directions regarding how to log-in securely. I also ask that you please sign on to the platform a few minutes prior to your session time to ensure we are able to get started promptly. Additionally, you are responsible for initiating the connection with me at the time of your appointment.

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, with 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. With these limitations in mind, I strongly encourage you to let me know if something I've done (or not done) has upset you.