

Behavioral Health Associates

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INFORMATION, AUTHORIZATION, & CONSENT TO TELEMENTAL HEALTH

Thank you so much for choosing the services that we provide. This document is designed to inform you about what you can expect from us 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.”

TeleMental Health is a relatively new concept despite the fact that many clinicians 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, our clinicians have completed specialized training in TeleMental Health. We 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 us with that phone number, we may contact you on this line from our own landline in our office or from a cell phone, typically only for purposes of setting up an appointment if needed. If this is not an acceptable way to contact you, please let your clinician know. Telephone conversations (other than just setting up appointments) are billed at your clinician's hourly 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, we realize that most people have and utilize a cell phone. We may also use a cell phone to contact you, typically only for purposes of setting up an appointment if needed. Additionally, your clinician may keep your phone number in his/her cell phone, but it will be listed by your initials only and his/her phone is password protected. If this is a problem, please let your clinician know, and you he/she will be glad to discuss other options. Telephone conversations (other than just setting up appointments) are billed at your clinician's hourly rate.

Text Messaging:

Text messaging is not a secure means of communication and may compromise your confidentiality. However, we realize that many people prefer to text because it is a quick way to convey information. **Nonetheless, please know that it is our 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 we are required to keep a copy or summary of all texts as part of your clinical record that address anything related to therapy.

Email:

Email is not a secure means of communication and may compromise your confidentiality. However, we realize that many people prefer to email because it is a quick way to convey information. **Nonetheless, please know that it is our policy to utilize this means of communication strictly for appointment confirmations.** Please do not bring up any therapeutic content via email to prevent compromising your confidentiality. You also need to know that we are required to keep a copy or summary of all emails as part of your clinical record that address anything related to therapy.

We 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.). If you are in a crisis, please do not communicate this to us via email because we may not see it in a timely matter. Instead, please see below under "Emergency Procedures."

Video Conferencing (VC):

Video Conferencing is an option for your clinician to conduct remote sessions with you over the internet where you may speak to one another as well as see one another on a screen. We utilize 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 Doxy.Me is willing to attest to HIPAA compliance and assumes responsibility for keeping your VC interaction secure and confidential. If you and your clinician choose to utilize this technology, detailed directions on how to connect will be posted on our website, www.bhachattanoooga.com. We also ask that you please sign on to the platform at least five minutes prior to your session time to ensure you and your clinician get started promptly. Additionally, you are responsible for initiating the connection with your clinician at the time of your appointment.

We 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.).

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 interacting with. 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 we abide by Eastern Standard Time. Our practice is considered to be an outpatient office, and we are set up to accommodate individuals who are reasonably safe and resourceful. We do not carry beepers nor are we available at all times. If at any time this does not feel like sufficient support, please inform your clinician, and he or she can discuss additional resources or transfer your case to a clinician or clinic with 24-hour availability. We will return phone within 1 business day. However, we do not return **calls** 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, we encourage you not to wait for communication back from your clinician, but do one or more of the following:

- Call Behavioral Health Associates at 423-899-0024 and choose the emergency option
- Call Crisis Response at 423-634-8995
- Call 911.
- Go to the emergency room of your choice.

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, we may determine that you need a higher level of care and TeleMental Health services are not appropriate.
- We require an Emergency Contact Person (ECP) who we may contact on your behalf in a life-threatening emergency only. Please write this person's name and contact information below. Either you or we will 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 we determine necessary, the ECP agrees take you to a hospital. Your signature at the end of this document indicates that you understand we will only contact this individual in the extreme circumstances stated above. Please list your ECP here:
Name: _____ Phone: _____
- You agree to inform your clinician of the address where you are at the beginning of every TeleMental Health session.

In Case of Technology Failure

During a TeleMental Health session, you and your clinician 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 your clinician has that phone number.

Structure and Cost of Sessions

At Behavioral Health Associates we offer primarily face-to-face counseling. Your clinician may provide phone or video conferencing if your treatment needs determine that TeleMental Health services are appropriate for you. If appropriate, you may engage in either face-to-face sessions, TeleMental Health, or both. You and your clinician will discuss what is best for you.

The structure and cost of TeleMental Health sessions are exactly the same as face-to-face sessions described in our general "Information, Authorization, and Consent to Treatment" form. We require a credit card ahead of time for TeleMental Health therapy for ease of billing. Our office staff will contact you prior to your session to collect payment over the phone. We will provide you with a receipt of payment and the services that we provided. The receipt of payment & services completed may also be used as a statement for insurance if applicable to you (see below).

Insurance companies have many rules and requirements specific to certain benefit plans. At the present time, many do not cover TeleMental Health services. It is your responsibility to find out your insurance company's policies and to file for insurance reimbursement for TeleMental Health services. As stated above, we will be glad to provide you with a statement for your insurance company and to assist you with any questions you may have in this area.

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 face-to-face appointment or a TeleMental Health appointment, you must notify your clinician at least 24 hours in advance. If such advance notice is not received, you will be financially responsible for the session you missed. 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 our 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, your

clinician might not see a tear in your eye. Or, if audio quality is lacking, he or she might not hear the crack in your voice that he or she could have easily picked up if you were in our 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 we have the utmost respect and positive regard for you and your wellbeing. We would never do or say anything intentionally to hurt you in any way, and we strongly encourage you to let your clinician know if something she or he has done or said upset you. We invite you to keep the communication with your clinician open at all times to reduce any possible harm.

Face-to Face Requirement

If you and your clinician agree that TeleMental Health services are the **primary** way that you and your clinician choose to conduct sessions, **we require one face-to-face meeting at the onset of treatment.** We prefer for this initial meeting to take place in our office. If that is not possible, we can utilize video conferencing as described above. During this initial session, your clinician will require you to show a valid picture ID and another form of identity verification such a credit card in your name.

Consent to TeleMental Health Services

Please check the TeleMental Health services you are authorizing your clinician to utilize for your treatment or administrative purposes. You and your clinician 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 us 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 our practice, and we will be utilizing that technology unless otherwise negotiated by you.

- Video Conferencing
- Website Portal (coming June 1st, 2020)
- Telephone visits

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 we are open to any feelings or thoughts you have about these and other modalities of communication and treatment.

Please print, 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 us to utilize the TeleMental Health methods discussed.

Client/Legal Guardian Name (Please Print)

Date

Client Signature

Your clinician's signature below indicates that he or she has discussed this form with you and has answered any questions you have regarding this information.

Clinician's Signature

Date