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Information, Authorization & Consent to TeleMental Health

Thank you for choosing the services that we provide at Atlanta Psychological Services (APS). This document is designed to inform you about what you can expect from your clinician(s) and staff at APS regarding confidentiality, emergencies, and several other details regarding the services you may receive with us as it pertains to technology use and 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, our clinicians and staff 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. If this is a problem, please let your clinician know, and 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. Furthermore, sometimes people misinterpret the meaning of a text message and/or the emotion behind it. Therefore, we do not utilize texting in our therapy or evaluation services. If you happen to send your clinician a text message by accident, you need to know that she or he is required to keep a copy or summary of all texts as part of your clinical record that address anything related to therapy, but your clinician will not respond to a text message for your protection.

For appointment scheduling communications and reminders, text messaging may be used if approved by you in advance (not for clinical communications).

Email: We utilize a secure email platform that is hosted by Google Suites for Healthcare with Paubox encryption services. We 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 companies are willing to attest to HIPAA compliance and assume responsibility for keeping your PHI secure.

If we choose to utilize emailing as part of the services you receive from us (to provide/receive clinical information and to receive psychological evaluation reports), we encourage you to also utilize encrypted email for protection on your end (several options are available at www.TeleHealth.org). Otherwise, when you reply to one of your clinician's emails, everything you write in addition to what he/she has written to you (unless you remove it) will no longer be secure. Our encrypted email service only works to send information and does not govern what happens on your end.

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."

Email is billed at your clinician's hourly rate for the time she or he spends reading and responding to them. Finally, you also need to know that we are 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, etc: It is our policy not to accept "friend" or "connection" requests from any current or former client on any of our clinician's personal social networking sites such as Facebook, Twitter, Instagram, Pinterest, etc. because it may compromise your confidentiality and blur the boundaries of your relationship.

However, Atlanta Psychological Services has professional Facebook, LinkedIn, Twitter, Google My Business, and Instagram pages/accounts. You are welcome to "follow" us on any of these professional pages where we post psychology information, counseling information, and therapeutic content. However, please do so only if you are comfortable with the general public being aware of the fact that your name is attached to Atlanta Psychological Services. Please refrain from making contact with us using social media messaging systems such as Facebook Messenger or Twitter. These methods have insufficient security, and we do not watch them closely. We would not want to miss an important message from you.

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 the Google Meet VC platform because it is encrypted according to the federal standard, is HIPAA compatible, and Google has signed a HIPAA Business Associate Agreement (BAA). The BAA means that Google 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, your clinician will give you detailed directions regarding how to log-in.

We also ask that you please sign on to the platform at least five to ten 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.).

Recommendations to Websites or Applications (Apps): During the course of your treatment or evaluation, your clinician may recommend that you visit certain websites for pertinent information or self-help. She or he 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 and/or 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 an adjunct to your treatment, or if you prefer that your clinician does not make these recommendations. Please let your clinician know by checking (or not checking) the appropriate box at the end of this document.

Electronic Record Storage: Your communications with us will become part of a clinical record of treatment, and it is referred to as Protected Health Information (PHI). Your communications with us will become part of a clinical record of treatment, and it is referred to as Protected Health Information (PHI). Your PHI may be stored electronically with Google Suites for Healthcare and Therapy Notes, which are secure storage companies who have 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 with federally approved encryption.

Electronic Transfer of PHI for Billing Purposes: If your clinician is credentialed with and a provider for your insurance carrier, please know that we utilize a billing service (Therapy Notes), who has access to your PHI. Your PHI will be securely transferred electronically from Therapy Notes to your insurance carrier. 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 with federally approved encryption. Additionally, if your insurance provider is billed, you will generally receive correspondence from your insurance company, our billing company, or both.

Electronic Transfer of PHI for Certain Credit Card Transactions: We also utilize Therapy Notes as the company that processes your credit card information. Additionally, please be aware that the transaction will also appear on your credit card bill or statement.

Your Responsibilities for Confidentiality & TeleMental Health

Please communicate only through devices that you know are secure as described above. If using electronic communications, 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 facility, 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 calls and emails within 24 hours during normal business hours, and we cannot guarantee any form of response 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 Link/GCAL: 800-715-4225
- Call Ridgeview Institute: 770-434-4567
- Call Peachford Hospital: 770-454-5589
- Call Lifeline: 800-273-8255 (National Crisis Line)
- 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 include 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 to 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.
- You agree to inform your clinician of the address where you are at the beginning of every TeleMental Health session.
- You agree to inform your clinician of the nearest mental health hospital to your primary location that you prefer to go to in the event of a mental health emergency.

(The following are all required for your clinician to conduct TeleMental Health Services)

Emergency Contact Person (ECP): _____

ECP Phone Number: _____

Name of nearest hospital to you: _____

Phone number for nearest hospital: _____

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.

If you and your clinician get disconnected from a video conferencing or chat session, end and restart the session. If you are unable to reconnect within ten minutes, please call your clinician.

If you and your clinician are on a phone session and you get disconnected, please call your clinician back or contact her or him to schedule another session.

If the issue is due to your clinician's phone service, and the two of you are not able to reconnect, she/he will not charge you for that session.

Structure and Cost of Sessions

At Atlanta Psychological Services we offer primarily face-to-face counseling. However, based on your ability to make in-person sessions, your clinician may provide phone, email, chat, 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 informed consent forms. Messages and emails are billed at your clinician's hourly rate for the time he or she

spends reading and responding.

We require a credit card ahead of time for TeleMental Health therapy for ease of billing. 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, or American Express are accepted for payment (4% fee applies), and we will provide you with a receipt of payment and the services that we provided upon request. Prepayment via cash or check is accepted without the service fee.

Insurance companies have many rules and requirements specific to certain benefit plans. At the present time, many do not cover TeleMental Health services. We will do our best to determine if your insurance coverage includes TeleMental Health services prior to rendering the services. We will also attempt to bill the insurance if possible; however, you are responsible for the cost of the session if the insurance does not provide payment for any reason. We will also 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 cuts 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 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. **At this time, you will also choose a password, phrase, or number which you will use to identify yourself in all future sessions. This procedure prevents another person from posing as you.**

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 provide 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 us to utilize the TeleMental Health methods and technology discussed.

