



INFORMATION, AUTHORIZATION, & CONSENT TO ENGAGE IN TELE-MENTAL HEALTH SERVICES

This document is designed to inform you about what you can expect regarding confidentiality, emergencies, and several other details regarding your treatment as it pertains to Tele-Mental Health. Tele-Mental Health is defined as follows:

“Tele-Mental 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. Tele-Mental Health facilitates client self-management and support for clients and includes synchronous interactions and asynchronous store and forward transfers.” (Georgia Code 135-11-.01)

Tele-Mental 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. There are several factors which need to be considered regarding the delivery of Tele-Mental Health services in order to provide you with the highest level of care. The requirements and precautions associated with Tele-Mental Health are different from traditional therapy and therefore, certification is necessary to be able to deliver Tele-Mental Health services.

The Different Forms of Technology-Assisted Media Explained

Telephone via POTS:

It is important for you to know that while the most secure way to communicate for Tele-Mental Health is using what is called a POTS line or Plain Old Telephone System (or land-line). Even though they are the most secure type of telephonic communication, 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/or how long the conversation lasted. If you have a land-line and you provided me with that phone number, I may contact you on this line from my own land-line 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 billing rates are outlined in the financial agreement.

Cell phones:

Cell phones may be some of the least secure methods of communication. 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. It is also possible that your cell phone can be hacked and/or your number be spoofed. Because this is the case, when we enter into the Tele-Mental Health agreement, we will come up with a unique identifier which will act as a sort of password that will identify you to your therapist and vice versa.

Text Messaging:

Text messaging via a cell phone is not a secure means of communication and may compromise your confidentiality. Furthermore, sometimes people misinterpret the meaning, context, or tone of a text message. Therefore, this company does not utilize texting in provision of Tele-Mental Health for any other reason than appointment reminders. There are specific HIPAA approved text messaging apps for both Android and iOS. If this is something that you would prefer to utilize, you and your therapist will discuss this on a case by case basis.

Email:

Email is not a secure means of communication and may compromise your confidentiality. With this in mind, you will be invited to join the PsyBooks portal which will give you access to SECURE and ENCRYPTED email which will serve as the primary mode of email communication between you and Insight Out Therapeutics, LLC.

While Insight Out Therapeutics is required to encrypt the data and protect your privacy, we cannot guarantee privacy and security on your end. Therefore, it is strongly suggested 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 me via email because it may not be seen in a timely matter. Instead, please see below under "Emergency Procedures."**

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

It is the policy of Insight Out Therapeutics, LLC for all employees not to accept "friend" or "connection" requests from any current or former client on social networking sites such as Facebook, Twitter, Instagram, Pinterest, etc. Insight Out Therapeutics, LLC. has a professional Facebook and Twitter page and you are welcome to "follow" me on these professional page where I post counseling information. However, please do so only if you are comfortable with the general public being aware of the fact that your name is attached to Athens Counseling Center.

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. Insight Out Therapeutics utilizes the Zoom platform through PsyBooks Electronic Health Record (EHR) This VC platform is encrypted to the federal standard, HIPAA compatible, and has signed a HIPAA Business Associate Agreement (BAA). The BAA means that PsyBooks 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, you will given detailed directions regarding how to log-in securely. You are also asked to please sign on to the platform at least five minutes prior to your session time to ensure we get started promptly. Additionally, you are responsible for initiating the connection with me at the time of your appointment.

It is strongly suggested 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, etc.) and via a stable, strong, and fast internet connection.

Additional Risks:

1. I understand that Tele-Mental Health services are completely voluntary and that I can choose not to do it or not to answer questions at anytime.
2. I understand that none of the Tele-Mental Health sessions will be recorded or photographed without my written permission.
3. I understand that the laws that protect privacy and the confidentiality of client information also apply to Tele-Mental Health and that no information obtained in the use of Tele-Mental Health, which identifies me will be disclosed to other entities without my consent.
4. I understand that because this is a technologically based method sometimes it may be necessary for a technician to assist with the equipment. Such technicians will keep any information confidential.
5. I understand that Tele-Mental Health is done over a secure communication system that is almost impossible for anyone else to access. but that since it is still a possibility. I accept the very rare risk that this could affect confidentiality.
6. I understand that Tele-Mental Health sessions will not be exactly the same as an inperson session due to the fact that I will not be in the same room as my therapist.
7. I understand there are potential risks to this technology including interruptions, unauthorized access, and technical difficulties. I understand that my therapist or myself can discontinue the Tele-Mental Health sessions if either of us feel that the videoconferencing or telephone connections are not appropriate for the situation.
8. I understand that my demographic information may be shared with other individuals for scheduling and billing purposes.
9. I understand that I may experience benefits from the use of Tele-Mental Health in my care, but that no results can be guaranteed or assured.
10. I understand that if there is an emergency during a Tele-Mental Health session then my therapist will call my emergency contact, or other agreed upon emergency services.
11. I understand that if the video conferencing or telephone connection drops while I am in a session, that I will have a phone line available to contact my therapist.
12. I understand that I will create a safety plan with my therapist in case of an emergency.

Communication Response Time:

This practice is considered to be an outpatient facility, and we are set up to accommodate individuals who are reasonably safe and resourceful. Your calls will be returned within 24 hours. 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, you are encouraged you not to wait for communication back from the office, but do one or more of the following:

- Call Behavioral Health Link/GCAL: 800-715-4225
- Call Ridgeview Institute at 770.434.4567
- Call Peachford Hospital at 770.454.5589
- Call Lifeline at (800) 273-8255 (National Crisis Line)
- Call 911
- Go to the emergency room of your choice.

Emergency Procedures Specific to Tele-Mental Health Services:

There are additional procedures that must be in place specific to Tele-Mental 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 Tele-Mental Health services are not appropriate.
- You will keep updated Emergency Contact Person (ECP) information with a specified emergency contact person who I may contact on your behalf in a life-threatening emergency only. Please write this person's name and contact information below. Either you or I will verify that your ECP is willing and able to go to your location in the event of an emergency. Additionally, if you, your ECP, or I determine necessary, the ECP agrees take you to a hospital. Your signature at the end of this document indicates that you understand I will only contact this individual in the extreme circumstances stated above. Please list your ECP here:

Name: _____ Phone: _____

- You agree to inform me of the address where you are at the beginning of every Tele-Mental 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 Tele-Mental Health session). Please list this hospital and contact number here:

Hospital: _____ Phone: _____

Technical Failure:

During a Tele-Mental 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 we get disconnected from a video conferencing or chat session, end and restart the session. If we are unable to reconnect within ten minutes, I will immediately contact you. If you do not hear back from me in 3 minutes, you will contact me on my office phone and then my personal cell phone.

If we are on a phone session and we get disconnected, please call me back or contact me to schedule another session. If the issue is due to my phone service, and we are not able to reconnect, I will not charge you for that session.

Face-to Face Requirement:

If we agree that Tele-Mental Health services are the primary way we choose to conduct sessions, I require one face-to-face meeting at the onset of treatment. I prefer for this initial meeting to take place in the therapy office. If that is not possible, we can utilize video conferencing as described above. During this initial session, I 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.

Consent to Tele-Mental Health Services

Together, you and your therapist 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 your therapist in writing. By signing below, you are stating your understanding that technology is constantly changing, and there are implications to all of the above that we may not realize at this time. You further acknowledge all the risks as outlined above and agree to abide by the responsibilities outlined in this document.

Client Name (Please Print)

Date

Client Signature

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