

INFORMED CONSENT FOR TELEMENTAL HEALTH

This Informed Consent for TeleMental Health contains important information focusing on doing psychotherapy using the phone, video, and/or the Internet. Please read this carefully, and let me know if you have any questions. When you sign this document, it will represent an agreement between us.

Client Name: _____

Client Date of Birth: _____

Client Address: _____

Client Email Address: _____

Client Cell and/or Landline Phone: _____

Definition of TeleMental Health

TeleMental Health is the use of electronic and communication technologies by a healthcare provider to deliver medical, psychiatric, and/or behavioral health services to an individual when he/she is in a different location site than the provider.

Appropriateness of TeleMental Health

Telehealth services are not always best suited for every client, as this is dependent upon a number of psychiatric factors. During your initial assessment, I will advise you if TeleMental Health Services are appropriate for your needs or if you need a higher level of in-person care. If TeleMental Health is approved, from time to time, we may schedule in-person sessions to “check-in” with one another. I will let you know if I decide that TeleMental Health is no longer the most appropriate form of treatment for you.

Forms of TeleMental Health Offered

I currently offer two types of TeleMental Health Services, which are:

TeleMental Video Conferencing

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 **Doxy.Me**. This VC 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 our VC interaction secure and confidential. I will give you detailed directions regarding how to log-in securely. I also ask that you 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. 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.).

Client Initial: _____

Cell Phone is another option for us to conduct remote sessions where we can talk face to face. It is important for you to know that even 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, or intercept your conversations. Individuals who have access to your cell phone or your cell phone bill may be able to determine who you have talked to, who initiated that call, and how long the conversation lasted.

Benefits and Risks of TeleMental Health

TeleMental Health refers to providing psychotherapy services remotely using telecommunications technologies, such as video conferencing or telephone. Potential benefits include, but are not limited to improved communication capabilities, providing convenient access to up-to-date information, consultations, support, reduced costs, improved quality, change in the conditions of practice, improved access to psychotherapy, better continuity of care, and reduction of lost work time and travel costs. The client and therapist can engage in services without being in the same physical location. This can be helpful in ensuring continuity of care if the client or therapist moves to a different location, takes an extended vacation, or is otherwise unable to continue to meet in person. It is also more convenient and takes less time. TeleMental Health, however, requires technical competence on both our parts to be helpful. Although there are benefits of TeleMental Health, there are some differences between in-person psychotherapy and TeleMental Health, as well as some risks. For example:

- Risks to confidentiality. Because TeleMental Health sessions take place outside of the therapist's private office, there is potential for other people to overhear sessions if you are not in a private place during the session. On my end, I will take reasonable steps to ensure your privacy. But it is important for you to make sure you find a private place for our session where you will not be interrupted. It is also important for you to protect the privacy of our session on your cell phone or other device. You should participate in psychotherapy only while in a room or area where other people are not present and cannot overhear the conversation.
- Issues related to technology. There are many ways that technology issues might impact TeleMental Health. For example, technology may stop working during a session, other people might be able to get access to our private conversation, or stored data could be accessed by unauthorized people or companies.
- Crisis management and intervention. Usually, I will not engage in TeleMental Health with clients who are currently in a crisis situation requiring high levels of support and intervention. Before engaging in TeleMental Health, we will develop an emergency response plan to address potential crisis situations that may arise during the course of our TeleMental Health work.
- Efficacy. Most research shows that TeleMental Health is about as effective as in-person psychotherapy. However, a therapist's ability to fully understand non-verbal information when working remotely can be compromised. The therapist's inability to make visual and olfactory observations of clinically or therapeutically potentially relevant issues such as: your physical

condition including deformities, apparent height and weight, body type, attractiveness relative to social and cultural norms or standards, gait and motor coordination, posture, work speed, any noteworthy mannerism or gestures, physical or medical conditions including bruises or injuries, basic grooming and hygiene including appropriateness of dress, eye contact (including any changes in the previously listed issues), sex, chronological and apparent age, ethnicity, facial and body language, and congruence of language and facial or bodily expression. 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. Potential consequences thus include the therapist not being aware of what he or she would consider important information that you may not recognize as significant to present verbally to the therapist.

- Electronic Communications (E-Mail or Text)

You may have to have certain computer or cell phone systems to use TeleMental Health services. You are solely responsible for any cost to you to obtain any necessary equipment, accessories, or software to take part in TeleMental Health. For communication between sessions, I only use landline telephone communication from my office, or, if a cell phone is used, I will block my number from showing up on your cell phone. It could appear as “ UNKNOWN”. This means that email exchanges are not an option. I normally respond to phone calls within a 12-hour period unless it is an emergency.

CONSENT TO USE UNENCRYPTED E-MAIL, TEXT, E-FAX

It is very important that you are aware that computer e-mail, texts, and e-fax communication, can be relatively easily accessed by unauthorized people and hence can compromise the privacy and confidentiality of such communication. E-mails, texts, and e-faxes, in particular, are vulnerable to such unauthorized access due to the fact that servers or communication companies may have unlimited and direct access to all e-mails, texts and e-faxes that go through them. Generally, e-mails, text messages, and e-faxes are not encrypted in transit over the Internet. It is always a possibility that e-faxes, texts, and e-mail can be sent erroneously to the wrong address and computers. Therefore, it is best to contact my office secretary at 256-895-8148 for communications, or if you need to fax paperwork, fax to 256-489-8148. Please make sure our secretary receives the fax.

Please do not use texts, e-mail, voice mail, or faxes for emergencies.

Confidentiality with Electronic Records

I have a legal and ethical responsibility to make my best efforts to protect all communications that are a part of our TeleMental Health. However, the nature of electronic communications technologies is such that I cannot guarantee that our communications will be kept confidential or that other people may not gain access to our communications. We utilize a HIPAA-compliant electronic telemental health system in order to protect your confidentiality and privacy. Doxy.Me has a Business Associate Agreement (BAA) with us that complies with HIPAA standards. Our Telehealth platform is also HIPAA compliant. This system is “cloud-based,” meaning the records are stored on servers which are connected to the Internet. I have my own security measures for protecting the devices that I use to access these records: On computers, I employ firewalls, antivirus software, passwords, and disk encryption to protect the computer from unauthorized access and thus to protect the records from unauthorized access. With mobile devices, I use passwords, remote tracking, and remote wipe to maintain the security of the device and prevent unauthorized persons from using it to access my records. Other important notes to mention: While my record-keeping company and I both use security measures to protect these records, their security cannot be guaranteed. **Your medical records will be housed in a double locked format with limited access from myself and from staff.**

I also expect clients to take reasonable steps to ensure the security of our communications (for example, only using secure networks for TeleMental Health sessions and having passwords to protect the device you use for TeleMental Health). The extent of confidentiality and the exceptions to confidentiality that I outlined in my Informed Consent still apply in TeleMental Health. Please let me know if you have any questions about exceptions to confidentiality.

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. 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 (_Square Reader_) as the company offers safe and secure credit card and electronic check transactions for my clients. _Square Reader_ manages the routing of sensitive customer information through the credit card processing networks. The company adheres to strict industry standards for payment processing, including compliance with the Payment Card Industry (PCI) data security standard. This company has a Business Associate Agreement (BAA) with us that complies with HIPAA standards. Additionally, this company may send the credit card-holder 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 cardholder 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. The name on the charge will appear as _____.

Documentation Required Before TeleMental Health Services:

Prior to our first meeting, we will need to receive your completed forms and documents. If we do not meet in-person for our first meeting, we will also need to receive a copy of your photo identification, because our licensing requires us to be able to identify you at our first meeting, which would then be via secure video conferencing. 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.

Expectations of Clients With TeleMental Health Access

In order to facilitate TeleMental Health Services, clients will need the following:

1. High Speed Internet Access
2. Electronic device (computer, laptop, tablet, phone, etc.) that can be used for TeleMental Health
3. Operational web camera and Microphone (attached or connected to your electronic device).
4. Proper lighting and seating to ensure a clear image of each party's face.
5. Dress and environment appropriate to an in-office visit.
6. Only agreed upon participants will be present. The presence of any individuals unapproved by both parties and not part of the treatment plan will be cause for termination of the session.
7. Valid ID must be presented by the client during the initial consultation. In addition, a copy must be provided by the client for the medical file.
8. The client must disclose the physical address of their location at the start of the session. Unknown locations will be cause for termination of the session.
9. The client shall also provide a phone number where they can be reached in the event of service disruption.

Emergency Plan of TeleMental Health Technology Disruption

Assessing and evaluating threats and other emergencies can be more difficult when conducting TeleMental Health than in traditional in-person psychotherapy. To address some of these difficulties, we will create an emergency plan before engaging in TeleMental Health services. I will ask you to identify an emergency contact person who is near your location and who I will contact in the event of a crisis or emergency to assist in addressing the situation. I will ask that you sign a separate authorization form allowing me to contact your emergency contact person as needed during such a crisis or emergency. If the session is interrupted for any reason, such as the technological connection fails, and you are having an emergency, do not call me back; instead, call 911, Crisis Services of Alabama, 256-716-1000, or go to your nearest emergency room. Call me back after you have called or obtained emergency services.

Non-Emergency Plan of TeleMental Health Technology Disruption

If the session is interrupted and you are not having an emergency, disconnect from the session and I will wait two (2) minutes and then re-contact you via the TeleMental Health platform on which we agreed to conduct psychotherapy. If you do not receive a call back within two (2) minutes, then call me on the phone number I provided you (256-895-8148). If there is a technological failure and we are unable to resume the connection, you will only be charged the prorated amount of actual session time.

Consent to 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 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 emergency contact is willing and able to go to your location in the event of an emergency. Additionally, if either you, your emergency contact or I determine necessary, the emergency contact agrees take you to a hospital. Your signature at the bottom of this form, as well as again, 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 Emergency Contact here:

Name: _____

Address: _____

Phone: _____

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: _____

Client Signature: _____ Date: _____

Cancellation Policy and Cancellation Fee For TeleMental Health

The same cancellation policy and cancellation fee for psychotherapy services will apply for TeleMental Health as they apply for in-person psychotherapy.

Fees for TeleMental Health Services

The same fees for psychotherapy services will apply for TeleMental Health as they apply for in-person psychotherapy. However, insurance or other managed care providers may not cover sessions that are conducted via telecommunication. If your insurance, HMO, third payor, or other managed care provider does not cover electronic psychotherapy sessions, you will be solely responsible for the entire fee of the session. Please contact your insurance company prior to our engaging in TeleMental Health sessions in order to determine whether these sessions will be covered.

Client Rights Regarding Accessing TeleMental Health Records: In complying with Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder (collectively, “HIPAA”) as well as the HIPAA Right to Access Initiative of 2019, I acknowledge that you have a right to inspect and copy your health information upon request. TeleMental Health does not effect this right. A request to inspect and copy must be made in writing to my office. You can ask to obtain an electronic or paper copy of your medical record set and other health information I have about you. A “designated record set” contains medical and billing records and any other records that I use for making decisions about you. All requests will be approved or denied within 30 days of your written request. Again, your right is not absolute. In certain situations, such as if access would cause harm, I can deny access. You do not have a right of access to the following:

- (1) Mental Health or Psychotherapy notes. Such notes comprise those that are recorded by me in any medium as a health care professional who is a mental health professional documenting or analyzing a conversation during a private counseling session or a group, joint, or family counseling session and that are separated from the rest of your medical record.
- (2) Information compiled in reasonable anticipation of or for use in civil, criminal, or administrative actions or proceedings.
- (3) PHI (protected health information) that is subject to the Clinical Laboratory Improvement Amendments of 1988 (“CLIA”), 42 U.S.C § 263a, to the extent that the provision of access to the individual would be prohibited by law.
- (4) Information obtained from someone other than a health care professional under the promise of confidentiality and the access requested would be reasonably likely to reveal the source of the information.

In other situations, I may deny you access but, if I do, I must provide you with a review of the decision denying access in writing. These “reviewable” grounds for denial include:

- (1) I, as a licensed healthcare professional determined, in the exercise of my professional judgment, that the access is reasonably likely to endanger the life or physical safety of you or another person.
- (2) PHI makes reference to another person (other than a healthcare provider) and I have determined, in the exercise of my professional judgment, that the access is reasonably likely to cause harm to such other person.
- (3) The request is made by the your personal representative and I have determined, in the exercise of my professional judgment, that providing access to your personal representative is reasonably likely to cause substantial harm to you or another person.

If I deny you access, this denial will be made in writing, along with explanations of why and what your rights are, including how to seek review of this decision. If we grant access, we will tell you what, if anything, you have to do to get access. After exhausting this recourse, if you are not satisfied with my decision, you also have the right to send a complaint to the Secretary of the Office of Health and Human Services via email at OCRMail@hhs.gov or call 1-800-368-1019.

If your request is approved, we may charge a reasonable, cost based fee for labor for copying (and creating summary or explanation, if applicable); costs for supplies and postage associated with approved your request. No search and/or retrieval costs or other costs will be charged to comply with the HIPAA, and HIPAA Right To Access Initiative 2019, which is a Federal directive, that supersedes Section 12-21-6.1 Alabama Code Reproduction, A search fee of five dollars (\$5).

Recording of Sessions

The TeleMental Health sessions shall not be recorded in any way. No permanent video or voice recordings are kept from telemental health sessions. Clients may not record or store videoconference sessions or face-to-face sessions. I will maintain a record of our session in the same way I maintain records of in-person sessions in accordance with my policies.

Patriot Act of 2001

The Patriot Act of 2001 requires therapists (and others) in certain circumstances, to provide FBI agents with books, records, papers & documents & other items (even TeleMental Health Related Items) and prohibits the therapist from disclosing to the client that the FBI sought/obtained the items under the Act.

Client Expressed Understanding

I consent to engaging in TeleMealth Health as a part of my psychotherapy. I understand that “TeleMental Health” includes the practice of health care delivery, assessment, diagnosis, consultation, treatment, transfer of medical data, and psychoeducation using interactive audio, video, or data communications to an individual when he/she is in a different location site than the provider.

I understand that I have the right to withdraw my consent to TeleMental Health at any time, either verbally or in writing. I understand revoking TeleMental Health will not affect my rights for future treatment.

I understand that there are risks and benefits associated with TeleMental Health including but not limited to those outlined in this consent and agree to TeleMental Health Services.

This agreement is intended as a supplement to the general informed consent that we agreed to at the outset of our clinical work together and does not amend any of the terms of that agreement.

My signature below indicates continued agreement with its terms and conditions.

By signing this Informed Consent, I certify:

That I have read or had this entire document read and/or had this document explained to me

That I fully understand its contents including the risks and benefits of the procedure(s).

That I have been given ample opportunity to ask questions and that any questions have been answered to my satisfaction.

That I want to move forward in treatment with TeleMental Health Services.

Client Signature

Date

Client Initials

Date

Therapist Signature

Date

