

## FCS INFORMATION, AUTHORIZATION, & CONSENT TO TELEMENTAL HEALTH

The following is important information about your services as related 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." (Georgia Code 135-11-.01)

Personal Health Information (PHI) as it relates to technology needs an extra level of protection. Georgia law requires all licensed mental health clinicians to have training in telemental health. **We at FCS have developed several policies and measures to ensure that your Protected Health Information (PHI) remains confidential.**

**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 a cell phone or our VOIP (voice over internet protocol) service. If this is not an acceptable way to contact you, please let us know. Telephone conversations lasting more than 15 minutes are generally 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. Telephone conversations lasting over 15 minutes with your clinician are billed at your clinician's hourly rate. If this is a problem, please let us know, and we will discuss our options.

**Email:** Email is not a reliably 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. If we email you anything other than an appointment confirmation or something about a change in your appointment, we will use an encryption service to protect access to that information. 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."

**Social Media** - Facebook, Twitter, LinkedIn, Instagram, Pinterest, Etc: It is our policy not to accept "friend" or "connection" requests from any current or former client on our personal social networking

sites such as Facebook, Twitter, Instagram, Pinterest, etc. because it may compromise your confidentiality and blur the boundaries of our relationship. However, FCS has a professional Facebook page. You are welcome to "follow" us on this professional page. However, please do so only if you are comfortable with the general public being aware of the fact that your name is attached to Family Counseling Service. Please refrain from making contact with us using social media messaging systems such as Facebook Messenger. These methods have insufficient security, and we do not watch them closely. We would not want to miss an important message from you.

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

**Faxing Medical Records:** If you authorize us (in writing) via a "Release of Information" form to send your medical records or any form of PHI to another entity for any reason, we may need to fax that information to the authorized entity. We use our secure scanner/fax. Additionally, information that has been faxed may also remain in the hard drive of our scanner. However, this machine is kept behind two locks in office. And, when it needs to be replaced, we will destroy the hard drive in a manner that makes future access to information on that device inaccessible.

**Communication Response Time:** We are required to make sure that you're aware that we are located in the Southeast and as such we use 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. Your clinician is not available at all times. If at any time this does not feel like enough support, please inform your clinician to discuss additional resources or transfer your case to a therapist or clinic with 24-hour availability. We generally will return phone calls within 24 hours. However, your clinician may not return calls or emails on weekends or holidays. We do have an after hours (outside of normal business hours) number that you can call for assistance. This number will contact the clinician on call for urgent but non life threatening calls. This number is 706-549-7755. When you reach the voicemail on this line leave a name and number and the nature of your urgency and the call will be returned as soon as possible. However, do not wait for this return call if this is a true life threatening emergency. In that instance, please follow the instructions below. Please ask your counselor if you have questions about this. Our After Hours service is only available to "current" clients. Your file will be placed in "closed" status if you have not been seen or do not have a scheduled appointment for 3 months. When this happens you will have to re-contact our office during normal business hours to resume services.

**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 The Georgia Crisis and Access Line: Behavioral Health Link/GCAL at 800-715-4225** ·

Call SummitRidge Hospital at 678-442-5858

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.

**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. We utilize Doxy.com meetings. 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.com is willing to attest to HIPAA compliance and assumes responsibility for keeping our VC interaction secure and confidential. If you and your therapist choose to utilize this technology for a session by video, your therapist will give you directions and a code to log-in securely. 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, coworkers, 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.

#### **SPECIAL INFORMATION FOR VIDEO OR PHONE SESSIONS:**

Structure and Cost of Sessions: We may provide phone, and/or video conferencing if you and therapist decide that TeleMental Health services are appropriate for you. If appropriate, you may engage in either face-to-face sessions, TeleMental Health, or both. 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 listed on your clinician fee sheet. Your clinician will require a credit card ahead of time for TeleMental Health therapy for ease of billing. Please sign the Credit Card Payment Form, which indicates that we may charge your card without you being physically present. Your credit card will be charged at the conclusion of each TeleMental Health interaction. This includes any therapeutic interaction other than setting up appointments. Insurance companies have many rules and requirements specific to certain benefit plans. At the present time, many do not cover TeleMental Health services. Unless otherwise negotiated, it is your responsibility to find out about your insurance policies. You will be responsible for payment of all fees for services not covered by your insurance policy. 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.

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, your clinician may determine that you need a higher level of care and TeleMental Health services are not appropriate.

We require an Emergency Contact Person (ECP) whom 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 your clinician 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 your clinician 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. 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 (usually located where you will typically be during a TeleMental Health session). Please list this hospital and contact number here:

Hospital: \_\_\_\_\_ Phone: \_\_\_\_\_

In Case of Technology Failure: During a TeleMental 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 that your clinician has that phone number. If you get disconnected from a video conferencing or chat session, end and restart the session. If the connection cannot be reestablished within ten minutes, your clinician will call you by phone. If you are on a phone session and get disconnected, please call back or contact your clinician to schedule another session. If the issue is due to our phone service, and we are not able to reconnect, we will not charge you for that session.

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 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, we might not see a tear in your eye. Or, if audio quality is lacking, we might not hear the crack in your voice that we could easily pick up if you were in the 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 Your clinician may require at least one face to face in office visit before doing any telemental health sessions. Check with them regarding their policy.

Consent to TeleMental Health Services: Please check the TeleMental Health services you are authorizing us to utilize for your treatment or administrative purposes. Together, we 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 my practice, and I will be utilizing that technology unless otherwise negotiated by you.

Phone

Email

Video Conferencing

Recommendations for Websites or Apps

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. 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 me to utilize the TeleMental Health methods discussed.

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_