

INFORMATION, AUTHORIZATION, & CONSENT TO TELEMENTAL HEALTH

This document is designed to inform you about what you can expect from your therapist at the Ministry of Counseling and Enrichment (MOCE) 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, including 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 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, we have developed several policies and protective measures to assure you PHI remains confidential. These are discussed below.

Different Forms of Technology-Assisted Media Explained Telephone via Landline & Cell Phone:

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 your therapist or office staff 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 regarding setting up an appointment if needed. If this is not an acceptable way to contact you, please let your therapist or office staff know. Telephone conversations (other than just setting up appointments) may be billed at the MOCE hourly rate.

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 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. Text messaging is not a secure means of communication and may compromise your confidentiality. However, we realize that most people have and utilize a cell phone. We may also use a cell phone to contact you, typically only regarding setting up an appointment if needed. Telephone conversations (other than just setting up appointments) may be billed at the MOCE hourly rate. If this is a problem, please let your therapist or office staff know, and we will discuss options.

Video Conferencing (VC):

Video Conferencing is an option for us to conduct remote sessions over the internet where you and your therapist can both see and speak with each other. MOCE utilizes Therapy Appointment's VC platform through C3Now. This VC platform is encrypted to the federal standard, HIPAA compatible, and has signed a HIPAA Business Associate Agreement responsibility for keeping our VC interaction

secure and confidential. The BAA means that Therapy Appointment and C3Now are willing to attest to HIPAA compliance and assumes responsibility for keeping all VC interaction secure and confidential. If your therapist determines that VC is an appropriate means of continued treatment and chooses to utilize this technology, they will give you detailed directions regarding how to log-in securely. You are responsible for initiating the connection with your therapist 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, 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.

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.

- You understand that if you are having suicidal or homicidal thoughts, experiencing psychotic symptoms, or in a crisis that cannot be solved remotely, your therapist 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. 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:

ECP Name: _____ Phone: _____

- You agree to inform your therapist of the address where you are at the beginning of every TeleMental Health session.
- You agree to inform your therapist 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: _____

*Please note that your signature at the bottom of this form indicates that you have read the statements above and agree to provide the requested information to your therapist.

In Case of an Emergency

If you are in crisis, please call the 24hour crisis hotline at 1-800-758-3344, 9-1-1 or go to your nearest hospital emergency room.

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 we 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, please call the office.

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 our phone service, and we are not able to reconnect, you will not be charged for the session.

Structure and Cost of Sessions

We may provide phone, and/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 therapist 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 form. We require a credit card ahead of time for TeleMental Health therapy for ease of billing. **Please sign the credit Card Payment Form, which was sent to you separately and 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. Visa, MasterCard, Discover, or American Express are acceptable for payment, and we will provide you with a receipt of payment and the services that were provided if requested. Other arrangements for payments may be made on a case-by-case basis at the discretion of the therapist in accordance with general office policy.

Insurance companies have many rules and requirements specific to certain benefit plans. Unless otherwise negotiated, it is your responsibility to find out your insurance company's policies for TeleMental Health services.

You are 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 the office 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 the 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 therapist might not see a tear in your eye. Or, if audio quality is lacking, your therapist might not hear the crack in your voice that they could easily pick up if you were in their 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.

Consent to TeleMental Health Services

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.

***Please note that this consent form does not replace the general informed consent form that you have previously signed. All information and policies stated in the general informed consent are still applicable to all services provided by therapists at MOCE.**

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