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Telehealth Informed Consent

Thank you for choosing DSW Diversity Consulting for your psychotherapy needs. 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 Telehealth. Telehealth is defined as follows:

"'Telehealth' means the mode of delivering services via technology-assisted media, such as but not limited to, a telephone, video, internet, smartphone, tablet, PC desktop system or other electronic means using appropriate encryption technology for electronic health information. Telehealth facilitates client self-management and support for clients and includes synchronous interactions and asynchronous store and forward transfers." (Georgia Code 135-11-.01)

Telehealth is a relatively new concept, even though 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 Telehealth services in order to provide you with the highest level of care. Therefore, I have completed specialized training in Telehealth. I 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

I. Landlines and Cell Phones

Cell phones and landlines 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 landline or cell phone or your 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. I realize that most people have and utilize a cell phone. I 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) are billed at my hourly rate. Additionally, I may keep your phone number in my cell phone, but it is listed by your initials only and my phone is password protected. If this is a problem, please let me know, and we will discuss our options.

II: Text Messaging and Email:

Both text messaging and emailing are not secure means of communication and may compromise your confidentiality. It is my policy to utilize these means strictly for appointment confirmations (nothing that could be interpreted as therapy). Therefore, please do not bring up any therapeutic content via text or email. If you do, please be informed that I will not respond. It is also important for you to know that I am required to keep a summary or copy of all emails and texts as part of your clinical record that addresses anything related to therapy. **Email and text messages are not appropriate or acceptable forms of emergency communication.** If an emergency situation arises, please utilize the resources listed below.

III. Social Networking and Internet Searches:

I do not accept friend requests from current or former clients on personal social networking sites, such as Facebook, Instagram, Linked In, Twitter or Pinterest. Adding clients as friends on these sites and/or communicating via such sites can compromise privacy and confidentiality and blur the boundaries of the therapeutic relationship. For these reasons, I request that clients not communicate with me via any interactive or social networking websites. If you choose to follow my professional sites, such as a professional blog or Facebook business page, I will not acknowledge you or make any disclosures that would violate your confidentiality. Posts you make on these professional networks may be seen by other people and are made at your own risk.

IV. Audio or Video Recording:

Unless otherwise agreed to in writing by all parties beforehand, there shall be no audio or video recording – by either party – of therapy/testing sessions, phone calls, or any other services provided by myself.

V. Recommendations to Websites or Applications (Apps):

During our treatment, I may recommend that you visit certain websites for pertinent information or self-help. I may also recommend certain apps that could be of assistance to you and enhance your treatment. Please be aware that websites and apps may track your activity and may allow 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 or apps may be able to see that you have been to these sites by viewing the history on your device. Thus, it is your responsibility to decide and communicate to me if you would like this information as adjunct to your treatment or if you prefer that I do not make these recommendations. In summary, technology is constantly changing, and there are implications to all the above that we may not realize at this time.

VI. 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 in real time. I utilize two different secure platforms called Doxy.me and therapyappointment.com. These VC platforms are encrypted to the federal standard, HIPAA compatible, and have signed a HIPAA Business Associate Agreement (BAA). The BAA means that Doxy.me and therapyappointment.com is willing to attest to HIPAA compliance and assumes responsibility for keeping our VC interaction secure and confidential. If we choose to utilize these technologies, 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.

It is highly recommended 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.). The device you select 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 I do not make these recommendations. Please let me know by checking (or not checking) the appropriate box at the end of this document.

Your Responsibilities for Confidentiality & Telehealth

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 Telehealth sessions.

VII: Communication Response Time:

I am required to ensure that you are aware that my practice is located in the state of Georgia and I abide by Eastern Standard Time (EST). My practice is an outpatient facility, and I am set up to accommodate individuals who are reasonably safe and resourceful. I do not carry a beeper nor am I available at all times. If at any time this does not feel like sufficient support, please inform me, and we can discuss additional resources or transfer your case to a therapist or clinic with 24-hour availability. I make every effort to return phone calls within 24 hours; however, please be aware that I do not return calls on weekends or holidays. If you are having a mental health emergency and need immediate assistance, please follow the instructions below.

VIII: In Case of an Emergency:

Due to my schedule, I am often not immediately available by phone, as I am usually with clients. I will not answer the phone if I am in session with another client; however, phone calls are answered by voice mail that is frequently monitored and I will make every effort to return your call within 24 hours, with the exception of weekends and holidays. Further, I am unable to provide emergency services. In the case of an emergency, please do one or more of the following:

- Call 911,
- Go to the nearest hospital Emergency Room,
- Call the National Crisis Line (1-800-273-8255)
- Call Behavioral Health Link/GCAL (1-800-715-4225)
- Call Peachford Hospital (770-454-5589)
- Call Lakeview Behavioral Health (770-766-7006)
- Call Ridgeview Institute (770-434-4567).

Please do not wait to be contacted before you utilize these resources. If I am going to be unavailable for an extended period, you will be provided with the name of a trusted colleague providing coverage.

IX: Emergency Procedures Specific to Telehealth Services:

There are additional procedures that we need to have in place specific to Telehealth 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 Telehealth services are not appropriate.
- I require an Emergency Contact Person (ECP) who I may contact on your behalf in a life-threatening emergency only. Please write this person's name and contact information below. You 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 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.

  Emergency Contact Person Name: _____

  Phone: _____

- You agree to inform me of the address where you are at the beginning of every Telehealth 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 Telehealth session).

  Please list this hospital and contact number here:

  Hospital: _____ Phone: _____

X. In Case of Technology Failure

During a Telehealth 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, please call me. 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.

XI. Cancellation Policy

If you are unable to keep either a face-to-face appointment or a Telehealth appointment, you must notify me at least 24 hours in advance. If such advance notice is not received, you will be financially responsible for the session you missed. The cancellation policy is the same for in-person and Telehealth sessions. Please note that insurance companies do not reimburse for missed sessions.

XII: Limitations of Telehealth Therapy Services

Telehealth services should not be viewed as a complete substitute for therapy conducted in my 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, 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. 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

XIII: Face-to Face Requirement

If we agree that Telehealth services are the primary modality for sessions, one face-to-face meeting in my office is required at the onset of treatment to determine if you are an appropriate candidate for this service. 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. **The face-to-face requirement will be waived during the COVID-19 pandemic, and all sessions will be conducted through telehealth.**

XIV: Consent to Telehealth Services

Your signature below authorizes the use of telehealth modalities for treatment or administrative purposes. Together, we will ultimately determine which modes of communication are best for you. You may withdraw your authorization to use any of these services at any time during the course of your treatment by notifying me in writing.

Name (Please Print) _____

Date _____

Client Signature _____

Parent/Guardian's Name (Please Print) _____

Date _____

Parent's or Legal Guardian's Signature _____