

# Family Renewal Counseling, LLC

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

Thank you so much for choosing the services that we provide. This document is designed to inform you about what you can expect from us 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, 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)

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, our therapists have completed specialized training in TeleMental Health. We 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

#### **Telephone via 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 our own landline in our office or from a cell phone, typically only for purposes of setting up an appointment if needed. If this is not an acceptable way to contact you, please let your therapist know. Telephone

conversations (other than just setting up appointments) are billed at your therapist'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, typically only for purposes of setting up an appointment if needed. Additionally, your therapist may keep your phone number in his/her cell phone, but it will be listed by your initials only and his/her phone is password protected. If this is a problem, please let your therapist know, and you he/she will be glad to discuss other options. Telephone conversations (other than just setting up appointments) are billed at your therapist's hourly rate.

#### **Text Messaging:**

Text messaging is not a secure means of communication and may compromise your confidentiality. However, we realize that many people prefer to text because it is a quick way to convey information. **Nonetheless, please know that it is our policy to utilize this means of communication strictly for appointment confirmations.** Please do not bring up any therapeutic content via text to prevent compromising your confidentiality. You also need to know that we are required to keep a copy or summary of all texts as part of your clinical record that address anything related to therapy.

Even though we will only utilize texting for appointments, we utilize a special text messaging software called **8x8** for your added protection. We have chosen this technology because it is HIPAA compatible, and the company has signed a HIPAA Business Associate Agreement (BAA). The BAA means that the company is willing to attest to HIPAA compliance and assume responsibility for keeping your PHI secure. We encourage you to also utilize HIPAA compliant software software if you do not wish for others to have access to your communications. We also strongly suggest that you only communicate through a device that

you know is safe and technologically secure (e.g., password protected).

#### **Email:**

Email is not a 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. **Nonetheless, please know that it is our policy to utilize this means of communication strictly for appointment confirmations or brief topics and not clinical information to be discussed in session.** 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.

Even though we will only utilize email for appointments and brief topics, we utilize a secure email platform that is hosted by GSuite for your added protection. We have chosen this technology because it is HIPAA compatible, and the company has signed a HIPAA Business Associate Agreement (BAA). The BAA means that the company is willing to attest to HIPAA compliance and assume responsibility for keeping your PHI secure. We encourage you to also utilize HIPAA software for protection on your end.

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, Email Blasts through Constant Contact Etc:**

It is our policy not to accept "friend" or "connection" requests from any current or former client on any of our therapist's **personal** social networking sites such as Facebook, Twitter, Instagram, Pinterest, etc. because it may compromise your confidentiality and blur the boundaries of your relationship.

However, FRC has a **professional** Facebook page. You are welcome to "follow" us on any of these **professional** pages where we post educational and/or therapeutic content. However, please do so only if you are comfortable with the general public being aware of the fact that your name is attached to FRC. Please refrain from making contact with us using social media messaging systems such as Facebook Messenger or Twitter. These methods have insufficient security, and we do not watch

them closely. We would not want to miss an important message from you.

#### **Google, Bing, etc.:**

It is our policy not to search for our clients on Google, Bing or any other search engine. We respect your privacy and make it a policy to allow you to share information about yourself with us as you feel appropriate. If there is content on the Internet that you would like to share with your therapist for therapeutic reasons, please print this material out and bring it to your session. Once again, 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."

#### **Blogs:**

We may post educational and/or therapeutic content on our professional blog. If you have an interest in following our blog, please feel free to do so. However, please be mindful that the general public may see that you're following FRC's blog. Once again, maintaining your confidentiality is a priority.

#### **Video Conferencing (VC):**

Video Conferencing is an option for your therapist to conduct remote sessions with you over the internet where you may speak to one another as well as see one another on a screen. We utilize 8x8. This VC platform is HIPAA compatible, and has signed a HIPAA Business Associate Agreement (BAA). The BAA means that 8x8 is willing to attest to HIPAA compliance and assumes responsibility for keeping your VC interaction secure and confidential. If you and your therapist choose to utilize this technology, your therapist will give you detailed directions regarding how to log-in securely. We also ask that you please sign on to the platform at least five minutes prior to your session time to ensure you and your therapist get started promptly. Additionally, you are responsible for initiating the connection with your therapist at the time of your appointment.

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.).

#### **Website Portal:**

We have a client portal that is accessible through our website at [www.familyrenewalcounseling.com](http://www.familyrenewalcounseling.com), which is powered by Theranest. Theranest HIPAA compatible, and has agreed to sign a HIPAA Business Associate Agreement (BAA). The BAA means that Theranest is willing to attest to HIPAA compliance and assumes responsibility for keeping our interactions secure and your PHI confidential. If we choose to utilize this technology,

Please initial that you have read this page: \_\_\_\_\_

we will give you detailed directions regarding how to log-in securely. We also strongly suggest that you only communicate through a 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.).

**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. It is our responsibility to let you know that fax machines may not be a secure form of transmitting information. Additionally, information that has been faxed may also remain in the hard drive of our fax machine. However, our fax machine is kept behind two locks in our office. And, when our fax machine needs to be replaced, we will destroy the hard drive in a manner that makes future access to information on that device inaccessible.

**Recommendations to Websites or Applications (Apps):**

During the course of our treatment, your therapist may recommend that you visit certain websites for pertinent information or self-help. She or he 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 and/or 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 therapist does not make these recommendations. Please let your therapist know by checking (or not checking) the appropriate box at the end of this document.

**Electronic Record Storage:**

Your communications with us will become part of a clinical record of treatment, and it is referred to as Protected Health Information (PHI). Your PHI will be stored electronically with Theranest, a secure storage company who 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.

**Electronic Transfer of PHI for Billing Purposes:**

If your therapist is credentialed with and a provider for your insurance carrier, please know that we utilize a billing service who has access to your PHI. Your PHI will be

securely transferred electronically to Office Ally through Theranest. 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. Additionally, if your insurance provider is billed, you will generally receive correspondence from your insurance company, our billing company, or both.

**Electronic Transfer of PHI for Certain Credit Card Transactions:**

We utilize Theranest who uses an outside company that processes your credit card information. This company may send the credit card-holder a text or an email receipt indicating that you used that credit card at our facility, 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 card-holder 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 Family Renewal Counseling.

**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.

**Communication Response Time**

Please be aware that we are located in the Southeast and we abide by 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. We do not carry beepers nor are we available at all times. If at any time this does not feel like sufficient support, please inform your therapist, and he or she can discuss additional resources or transfer your case to a therapist or clinic with 24-hour availability. We will return phone calls, texts and emails within 48 office hours. However, we do not return calls or any form of communication on weekends or holidays. If you are having a mental health emergency and need immediate assistance, please follow the instructions below.

Please initial that you have read this page: \_\_\_\_\_

### In Case of an Emergency

If you have a mental health emergency, we encourage you not to wait for communication back from your therapist, but do one or more of the following:

- Call Behavioral Health Link/GCAL: 800-715-4225 or other 24 hour crisis hotline in your area
- Call Ridgeview Institute at 770.434.4567 or local hospital
- Call Peachford Hospital at 770.454.5589 or local hospital
- Call Lifeline at (800) 273-8255 (National Crisis Line)
- Call 911.
- Go to the emergency room of your choice.

### 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, we 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. Either you or we 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 we 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 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: \_\_\_\_\_

### In Case of Technology Failure

During a TeleMental Health session, you and your therapist 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 your therapist has that phone number.

If you and your therapist get disconnected from a video conferencing or chat session, end and restart the session. If you are unable to reconnect within ten minutes, please call your therapist.

If you and your therapist are on a phone session and you get disconnected, please call your therapist back or contact her or him to schedule another session. If the issue is due to *your therapist's* phone service, and the two of you are not able to reconnect, she/he will not charge you for that session.

### Structure and Cost of Sessions

At FRC we offer primarily face-to-face counseling. However, based on your ability to make in-person sessions, your therapist may provide phone 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 initial and sign the Informed Consent, 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. You should receive a receipt of payment at the email address provided on your Adult Forms or Adolescent Forms. The receipt of payment & services completed may also be used as a statement for insurance if applicable to you (see below).

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 your insurance company's policies and to file for insurance

Please initial that you have read this page: \_\_\_\_\_



**If Applicable:**

Your therapist's signature below indicates that he or she has discussed this form with you and has answered any questions you have regarding this information.

\_\_\_\_\_  
**Parent's or Legal Guardian's Name (Please Print)**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Therapist's Signature**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Parent's or Legal Guardian's Signature**

\_\_\_\_\_  
**Date**

5/19

Please initial that you have read this page: \_\_\_\_\_