

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

Thank you so much for choosing the services provided at the office of Dr. Ren Massey. 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, Dr. Massey has 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.

### **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 Dr. Massey or his assistant know. Telephone conversations (other than just setting up appointments) are billed at Dr. Massey's usual 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, Dr. Massey's office may keep your phone number in a cell phone, but it may only be in texts or for emergency calls. If your number is stored in a phone, it will be listed by your initials only and the cell phone is password protected. If this is a problem, please let Dr. Massey know, and he will be glad to discuss other options. Telephone conversations (other than just setting up appointments) are billed at Dr. Massey's usual 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. Also, sometimes people misinterpret the meaning of a text message and/or the emotion behind it. Therefore, **we do not utilize texting to communicate about any of your concerns related to your therapy.** You also need to know that we are required to keep a copy or summary of all texts as part of your clinical record.

### **Email:**

Emailing is not a secure means of communication and may compromise your confidentiality, though we have contracted for Emailing in compliance with HIPAA rules. However, **we limit emails with our clients to primarily administrative purposes (e.g., scheduling, billing),** for your protection. You 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.

In the event that we do need to use email, 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 any social networking sites such as Facebook, Twitter, Instagram, Pinterest, etc. because it may compromise your confidentiality and blur the boundaries of the therapeutic relationship.

### **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 primarily utilize <https://doxy.me>. 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.me](https://doxy.me) is willing to attest to HIPAA compliance and assumes responsibility for keeping your VC interaction secure and confidential. If you and Dr. Massey choose to utilize this technology, the office will email you 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 Dr. Massey get started promptly. You will be placed in an "electronic waiting room," and Dr. Massey will be able to see your signed-in name (can be just your first name) and your face when he finishes his prior appointment.

In rare circumstances, such as power outage, you and your psychologist may agree to use an alternative technology platform (e.g., FaceTime, Google Duo), so as not to miss an appointment, or you may reschedule.

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.).

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

During the course of our treatment, Dr. Massey may recommend that you visit certain websites for pertinent information or self-help. 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 Dr. Massey does not make these recommendations. Please let him 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 kept on our password protected computer in a password encrypted file.

## **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**

We're required to make sure that you're aware that, unless Dr. Massey is travelling, he is 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 Dr. Massey, and he can discuss additional resources or transfer your case to a therapist or clinic with 24-hour availability. We will typically return phone calls within 24 hours on business days (Monday through Friday). However, we do not typically 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.

### **In Case of an Emergency**

If you have a mental health emergency, we encourage you not to wait for communication back from Dr. Massey, 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 another local psychiatric hospital
- Call Peachford Hospital at 770.454.5589 or another local psychiatric 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 to 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 Dr. Massey of the address where you are at the beginning of every TeleMental Health session.
- You agree to inform Dr. Massey 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 Dr. Massey 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 Dr. Massey get disconnected from a video conferencing or chat session, end and restart the session. If you are unable to reconnect within five minutes, please call your therapist.

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

### **Structure and Cost of Sessions**

We offer primarily face-to-face counseling. However, based on your ability to make in-person sessions, Dr. Massey may provide phone, text, email, 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 Dr. Massey 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 "Information, Authorization, and Consent to Treatment" form. You may send payment by check or money order to:

Dr. Ren Massey  
3580 Habersham at Northlake  
Tucker, GA 30084

The receipt of payment and 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. (Note: If they cover it, it's generally only for video conferencing only.) Unless otherwise negotiated, it is your responsibility to find out your insurance company's policies and to file for insurance reimbursement for TeleMental Health services. As stated above, we will be glad to provide you with a statement for your insurance company and to assist you with any questions you may have in this area. (Note: The procedure code requires the specifier "-95" for TeleMental Health services [e.g., 90837-95]).

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.

### **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 Dr. Massey's office at least 48 hours in advance, as noted on his other policies. 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 our 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, Dr. Massey might not see a tear in your eye. Or, if audio quality is lacking, he might not hear the crack in your voice that he could have easily picked up if you were in our 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.

Please know that we have the utmost respect and positive regard for you and your wellbeing. We would never do or say anything intentionally to hurt you in any way, and we strongly encourage you to let Dr. Massey know if something she or he has done or said upset you. We invite you to keep the communication with your therapist open at all times to reduce any possible harm.

### **Consent to TeleMental Health Services**

Please check the TeleMental Health services you are authorizing your therapist to utilize for your treatment or administrative purposes. You and Dr. Massey 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 our practice, and we will be utilizing that technology unless otherwise negotiated by you.

Check all the forms of telemental health that you consent to.

- Texting (only for appointment confirmation/scheduling, not for any clinical information)
- Email (rarely and only as needed)
- Video Conferencing
- Recommendations to 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, 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.

\_\_\_\_\_  
**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**

\_\_\_\_\_  
**Relationship to client**

Dr. Massey's signature below indicates that he has discussed this form with you and has answered any questions you have regarding this information.

*Ren Massey, Ph.D.*

\_\_\_\_\_  
**Ren Massey, Ph.D.**

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