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TELEMENTAL HEALTH

INFORMATION, AUTHORIZATION, & CONSENT

Thank you so much for choosing the Telemental Health and Consultation services that are provided at Mind Body Co-op (MBC). This document is designed to inform you about what you can expect from your clinician regarding confidentiality, emergencies, and several other details regarding your treatment as it pertains to TeleMental Health. TeleMental Health is defined as follows:

“TeleMental Health is a subset of telehealth, that uses technology to provide mental health services from a distance and includes telepsychology and telebehavioral health and consultation. 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.” (American Telemedicine Association, 2009)

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. Mind Body Co-op believes in your right to confidential mental health services and has several policies and protective measures in place to assure your PHI remains confidential.

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 MBC with that phone number, your clinician may contact you on this line 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 clinician know as soon as possible. Telephone conversations (other than just setting up appointments) are billed at an 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, MBC realizes that most people have and utilize a cell phone. Your clinician 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 an hourly rate. Additionally, your clinician may keep your phone number in their cell phone contact list, it will be listed by your initials only and all MBC clinicians' phones are password protected. If this is a problem, please let your clinician know, and we will discuss your options.

Text Messaging:

Text messaging is not a secure means of communication and may compromise your confidentiality. However, MBC realizes that many people prefer to text because it is a quick way to convey information. Nonetheless, please know that it is MBC 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 your clinician is required to keep a copy or summary of all texts as part of your clinical record that address anything related to therapy.

Email:

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

MBC also strongly suggests 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 your MBC clinician via email because it may not be seen in a timely matter. Instead, please see below under "Emergency Procedures."

Social Media - Facebook, Twitter, LinkedIn, Instagram, Pinterest, Etc:

It is MBC policy for clinicians or employees not to accept "friend" or "connection" requests from any current or former clients on personal social networking sites such as Facebook, Twitter, Instagram, Pinterest, etc., because it may compromise your confidentiality and blur the boundaries of the therapeutic/working relationship.

However, Mind Body Co-op does have a professional Facebook, Twitter, Instagram, LinkedIn and Yelp pages/accounts and you are welcome to "follow" MBC on any of these professional pages where we post upcoming events and workshops at MBC, along with psychology information/counseling information & 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 Mind Body Co-op. Please refrain from making contact with your MBC clinician 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. Additionally, please note that if you post a review of MBC or your clinician/provider or Yelp or another rating website, know that you may be revealing your relationship with MBC.

Web searches on Google, Bing, etc.:

It is MBC 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 your clinician as you feel appropriate. If there is content on the Internet that you would like to share with your clinician for therapeutic reasons, please print this material out and bring it to your session or we can view it together, in session. Once again, if you are in a crisis, please do not communicate this to your MBC clinical via email because it may not see it in a timely matter. Instead, please see below under "Emergency Procedures."

Blogs:

MBC may post psychology information/counseling information/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 if you post any comments on the blog, the general public

may see that you're following Mind Body Co-op's blog. Once again, maintaining your confidentiality is a priority.

Faxing Medical Records:

If you authorize MBC (in writing) via a "Release of Information" form to send your medical records or any form of PHI to another entity for any reason, your clinician may need to fax that information to the authorized entity. MBC uses an encrypted, electronic fax machine to send and receive faxes and we are also aware that fax machines may not be a secure form of transmitting information.

Recommendations to Websites or Applications (Apps):

During the course of your treatment, your clinician may recommend that you visit certain websites for pertinent information or self-help. Your clinician 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 do not make these recommendations. Please let make your preference known by checking (or not checking) the appropriate box at the end of this document.

Electronic Record Storage:

Your communications with your clinician and MBC will become part of a clinical record of treatment, and it is referred to as Protected Health Information (PHI).

Electronic Transfer of PHI for Billing Purposes:

If MBC or Kellie Rice, LCPC, ltd is credentialed with and also a provider for many insurance carriers, please know that MBC utilizes a billing service who has access to necessary billing and coding information in your PHI. This billing and coding information in your PHI (no clinical notes) will be securely transferred electronically to Echo Billing Solutions. If your insurance is not contracted with MBC and is considered an Out-Of-Network (OON) provider, your clinician can help you submit claims for OON coverage. 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 using point-to-point, federally approved encryption. Additionally, if your

insurance provider is billed, you will generally receive correspondence from your insurance company, my billing company, or both.

Electronic Transfer of PHI for Certain Credit Card Transactions:

MBC utilizes Office Ally and Cayan to process your credit card information. If you are using a third party's credit card (parent, spouse, employer) to pay for your co-pays or other accrued charges at MBC, it could compromise your confidentiality. Credit card holders can request that a text or an email receipt be sent to them that indicates that you used the credit card for services, the date you used it, and the amount that was charged. This notification is usually set up two different ways: either upon the card holder's request at the time the card is run or automatically or at the end of the day, week, month, etc. If the credit card holder has automatic receipts sent to them, know that it could impact your confidentiality, as MBC does not have the ability to determine if this feature is activated on any given credit card. Please know that it is your responsibility to know if you or the credit card-holder has the automatic receipt notification activated. Additionally, please be aware that the transaction will also appear on your credit-card bill. The name on the charge will appear as Mind Body Co-op or Kellie Rice, LCPC, Ltd.

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, (not a coffee shop or other public space) 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. MBC highly recommends that you are alone at the time of your TeleMental Health session. If you are not alone, please tell your clinician as soon as your session begins.

Communication Response Time:

MBC is physically located in Chicago, IL and abides by Central Standard Time. MBC is considered to be an outpatient facility, and is set up to accommodate individuals who are reasonably safe and resourceful. MBC clinicians do not carry a beeper, nor are they available at all times. If at any time, Telemental Health does not feel like sufficient support, please inform your clinician to discuss additional resources or options to transfer your case to a therapist or clinic with 24-hour availability. Additionally, if at any time, your MBC therapist feels that there is any clinical indication that Telemental Health services is an inappropriate level of care for you, they will discuss alternative options for you and will work with you to find an appropriate level of care for you in your geographic area. MBC clinicians will attempt, within reason to return phone calls within 24 hours during business hours.

However, MBC clinicians are not required to return calls, emails or texts 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, do not wait for communication back from MBC or your clinician, but do one or more of the following:

- Call 911
- Go to the emergency room of your choice
- Call the National Suicide Hotline (800) 273-8255
- Call Life line at (800)273-8255 (National Crisis Line)

Emergency Procedures Specific to TeleMental Health Services

There are additional procedures that need to be in place specific to TeleMental Health services. These are for your safety in case of an emergency and are as follows:

1. You understand that if you are having suicidal or homicidal thoughts, experiencing psychotic symptoms (hallucinations, voices or commands), 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.
2. Mind Body Co-op requires that all clinicians have the contact information for an Emergency Contact Person(ECP) who your clinician 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. Your signature at the end of this document indicates that you understand your clinician will only contact this individual in the extreme circumstances stated above. Please list your ECP here:

Name: _____

Phone: _____

3. You agree to inform your clinician of the address where you are at the beginning of every TeleMental Health session.

4. You agree to make every possible attempt to be alone for your Telemental Health session. If you are not alone, you agree to tell your clinician at the beginning of the session.
5. 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, you and your MBC clinician 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, during a phone session your call is disconnected, please call your clinician back or contact your clinician to schedule another session. If the issue is due to your clinician's phone service, and you are not able to reconnect, you will not be charged for the session.

Structure and Cost of Sessions:

MBC offers primarily in-person counseling. However, based on your ability to make in-person sessions, your clinician may provide phone or video counseling/consultation on occasion, if your treatment needs determine that TeleMental Health services are appropriate for you. If appropriate, you may engage in-person sessions, TeleMental Health, or both. You can determine with your clinician what is best for you. Please remember that your insurance company may or may not cover therapy via phone or video.

The structure and cost of TeleMental Health sessions are exactly the same as face-to-face sessions, please ask your clinician for clarification of fees. MBC requires a credit card ahead of time for all mental health services. Please sign the Credit Card Authorization Form, which can also be found in the form section of the MBC website or was sent to you separately and indicates that MBC may charge your card without you being physically present. Your credit card will be charged within 24 hours of each TeleMental Health interaction. Visa, MasterCard, Discover, or American Express are acceptable for payment, and upon your request, your clinician can provide you with a receipt of payment and the services provided.

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 reimbursement for TeleMental Health services. As stated above, MBC 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.

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 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 in-person therapy conducted at MBC, 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 clinician might not see a tear in your eye. Or, if audio quality is lacking, your clinician might not hear the crack in your voice that could easily pick up if you were in your clinician's 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 all of the clinicians at MBC have the utmost respect and positive regard for you and take your mental health very seriously. We invite you to keep communication open at all times to ensure that you are secure in feeling understood.

Consent to TeleMental Health Services:

Please check the TeleMental Health services you are authorizing your clinician at MBC 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 your clinician 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.

- Texting
- Email
- Recommendations to Websites or Apps
- Video Session
- Phone Session

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 your clinician is 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 me 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 & Date

My signature below indicates that I have discussed this form with you and have answered any questions you have regarding this information.

Therapist's Signature Date & Date