

AMBER WAVES COUNSELING

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Informed Consent for TeleMental Health Services

The following information is provided to clients who are seeking TeleMental health therapy. This document covers your rights, risks and benefits associated with receiving services, my policies, and your authorization. Please read this document carefully, note any questions you would like to discuss, and sign.

TeleMental Health Defined:

TeleMental health means the remote delivering of health care services via technology-assisted media. This includes a wide array of clinical services and various forms of technology. The technology includes but is not limited to, a telephone, video, internet, a smartphone, tablet, PC desktop system or other electronic means. The delivery method must be secured by two way encryption to be considered secure. Synchronous (at the same time) secure video chatting is the preferred method of service delivery.

Limitations of TeleMental Health Therapy Services

While TeleMental health offers several advantages such as convenience and flexibility. It is an alternative form of therapy or adjunct to therapy and thus may involve disadvantages and limitations. For example, there may 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. 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 various details such as facial expressions. Or, if audio quality is lacking, I might not hear differences in your tone of voice that I could easily pick up if you were in my office. Additionally, the therapy office decreases the likelihood of interruptions. However, there are ways to minimize interruptions and maximize privacy and effectiveness. As the therapist, I will take every precaution to insure a technologically secure and environmentally private psychotherapy sessions. As the client, you are responsible for finding a private quiet location where the sessions may be conducted. Consider using a "do not disturb" sign/note on the door. The virtual sessions must be conducted on a wifi connection for the best connection and to minimize disruption.

In Case of Technology Failure

I understand that during a TeleMental health session we could encounter a technological failure. Difficulties with hardware, software, equipment, and/or services supplied by a 3rd party may result in service interruptions. If something occurs to prevent or disrupt any scheduled appointment due to technical complications and the session cannot be completed via online video conferencing, please call the therapist back at: 919-371-8439. Please make sure you have a phone with you, and I have that phone number. We may also reschedule if there are problems with connectivity.

Structure and Cost of Sessions

I offer face-to-face psychotherapy when appropriate and available. However, based on your ability to make inperson sessions and my availability, I may provide virtual psychotherapy 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. We will discuss what is best for you. The structure and cost of TeleMental health sessions are exactly the same as face-to-face sessions. Texting and emails (other than just setting up appointments) are billed at my hourly rate for the time I spend reading and responding. For private pay clients, I 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 I may charge your card without you being physically present. Your credit card will be charged at the conclusion of each TeleMental health interaction.

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 me at least 24 hours in advance. If such advance notice is not received, you will be financially responsible for the session you missed.

Email:

Email is not a secure means of communication and may compromise your confidentiality. However, I realize that many people prefer to email because it is a quick way to convey information. Nonetheless, please know that it is my 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 I am required to keep a copy or summary of all emails as part of your clinical record that address anything related to therapy. I 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 me via email because I may not see it in a timely matter. Instead, please see below under "Emergency Management Plan".

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

If you choose to follow me on social media please do not reference our work together because it may compromise your confidentiality and blur the boundaries of our relationship. If this occurs, I will block you from social media sites. Please only follow me if you are comfortable with the general public being aware of the fact that your name is attached to Amber Stanley, MSW, LCSW, a known mental health care provider. Please refrain from making contact with me using social media messaging systems such as Facebook Messenger or Twitter. These methods have insufficient security, and I do not watch them closely. I would not want to miss an important message from you.

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. I utilize 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 is willing to attest to HIPAA compliance and assumes responsibility for keeping our VC interaction secure and confidential. If we choose to utilize this technology, 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. I 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.).

Electronic Transfer of PHI and Credit Card Transactions:

I utilize Square for billing and as the company that processes your credit card information. I may send the credit card-holder a text or an email receipt indicating that you used that credit card for my services, 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 appear on your credit card bill.

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.

Face-to Face Requirement

If we agree that TeleMental Health services are the primary way we choose to conduct sessions, I require one face-to-face meeting at the onset of treatment. I prefer for this initial meeting to take place in my therapy office. If that is not possible, we can utilize video conferencing as described above. 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.

Communication Response Time

I'm required to make sure that you're aware that I'm located in the Southeast and I abide by Eastern Standard Time. My practice is considered to be an outpatient facility, and I am set up to accommodate individuals who are reasonably safe and resourceful. I am not 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 will return phone calls within 24 hours. However, I do not return calls or emails on weekends or holidays. If you are having a mental health emergency and need immediate assistance, please follow the instructions below.

Emergency Management Plan

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

1. Call Lifeline at (800) 273-8255 (National Crisis Line)
2. Call 911.
3. Go to the emergency room of your choice.

As a precaution, please identify two (2) nearby emergency hospitals below. In addition, you will need to provide information for an emergency contact person. These all must be completed to participate in TeleMental health services.

1. Hospital Name and Location:

Hospital Telephone

Number: _____

2. Hospital Name and Location:

Hospital Telephone

Number: _____

Emergency Contact

Person: _____

Relationship _____ Telephone

Number: _____

I agree to take full responsibility for the security of any communications or treatment on my own computer or electronic device and in my own physical location. I understand I am solely responsible for maintaining the strict confidentiality of my user ID, password, and/or connectivity link. I shall not allow another person to use my user ID or connectivity link to access the services. I also understand that I am responsible for using this technology in a secure and private location so that others cannot hear my conversation. I understand that there will be no recording of any of the online session and that all information disclosed within sessions and the written records pertaining to those sessions are confidential and may not be revealed to anyone without my written permission, except where disclosure is required by law.

Consent to Treatment

I, voluntarily agree to receive online therapy services for an assessment, continued care, treatment, or other services and authorize Amber Stanley, MSW, LCSW to provide such care, treatment, or services as are considered necessary and advisable. I understand and agree that I will participate in the planning of my care, treatment, or services and that I may withdraw consent for such care, treatment, or services that I receive through Amber Stanley, MSW, LCSW at any time. By signing this Informed Consent, I, the undersigned client, acknowledge that I have both read and understood all the terms and information contained herein. Ample opportunity has been offered to me to ask questions and seek clarification of anything unclear to me. Please know that I have the utmost respect and positive regard for you and your wellbeing. I would never do or say anything intentionally to hurt you in any way, and I strongly encourage you to let me know if something I've done or said has upset you. I invite you to keep our communication open at all times to reduce any possible harm. Please use technology with discretion.

Only communicate limited information such as appointment request, cancellations, or estimated time of arrival.

I consent to the use of the following forms of communication via technology:

Texting

Email

Recommendations to Websites or Apps

Patient/Client Signature

Parent, Guardian or Legal Representative Signature

(if minor or needed otherwise)

Date

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

regarding this information.

Therapist Signature and Date