

Thank you for your decision to use Thrive Counseling & Consulting PLLC Tele-Mental Behavioral Therapy Services. Tele-Mental Therapy is a great way to get distant care when it is difficult or impossible to get therapy in person. There are some unique differences, however, in getting long-distance therapy. Please read this document carefully prior to signing so that we can ensure that you get the best possible therapeutic experience.

Definition of Tele-Mental Therapy: Tele-Mental Behavioral Therapy is mental/psychological, marriage, or family therapy or counseling that is done by distance over time using personal computers, email, or texting; or in real-time using some form of telephone, personal computer, or video teleconferencing. Tele-Mental Therapy is also called Tele-Behavioral Therapy, Tele-Mental Behavioral Therapy, and sometimes Tele-Behavioral Health (TBH).

TYPES OF TECHNOLOGY

Landline Phones: It is important for you to know that 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 your therapist with that phone number, your therapist may contact you on this line from their cell phone, typically only for scheduling purposes. If this is not an acceptable way to contact you, please let us know. Telephone conversations (other than for scheduling purposes) can be billed at an hourly rate established by you and your therapist for Tele-Mental Therapy.

Cellphones: Like landlines, cellphones 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 cellphone or your cellphone 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 use a cell phone. Your therapist may also use a cellphone to contact you, typically only for scheduling purposes. Cell phone conversations (other than for scheduling purposes) can be billed at an hourly rate.

Text Messaging: Similar to other forms of telephone communication, text messaging is also likely an insecure means of communication. We recommend refraining from this mode of communication, especially since text messages are easily misinterpreted and it is very easy to make typographical errors on text messages.

Email: Email can be made secure; however, most emails are not. We recommend only using email as a way to contact your therapist directly to coordinate services and meeting times.

Social Media: Social media (such as Facebook, Twitter, LinkedIn, Instagram, Pinterest, etc) will not be used as a means of communicating or doing tele-behavioral therapy. Also, friend requests and connections will not be accepted between clients and therapists.

Internet Search Engines: Internet search engines such as Google, Bing, and Yahoo are helpful for research, as well as non-secure email. However, these are not HIPAA-approved means of communication. It is also our policy to respect our clients' privacy by not searching for them using Google, Bing, etc.

Video Conferencing (VC/VTC): Video teleconferencing will be the preferred mode of distance therapy (also called Tele-Behavioral Therapy or Tele-Mental Counseling). We will use VSee, which uses a secure HIPAA-compliant program to conference between the therapist's personal computer in Thrive's office and a personal computer that the client can access in a private area (if possible, at their home residence).

Faxing Medical Records: If you sign a Release of Information Form authorizing your therapist to send your medical records or any form of Personal Health Information (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 Thrive's fax machine. However, this fax machine is kept behind two locks in our office. 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 your treatment, your therapist may recommend that you visit certain websites for pertinent information or self-help. He or she 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 we do not make these recommendations.

Electronic Record Storage: Your communications with your therapist will become part of a clinical record of treatment, referred to as Protected Health Information (PHI). Your PHI will be stored electronically with Therapy Appointment, a secure storage company that 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.

Electronic Transfer of PHI for Billing Purposes: If you are seeing a therapist who is a credentialed provider with your insurance company, please understand that we use a billing service that has access to your PHI. Your PHI will be securely transferred electronically to Office Ally. 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, Thrive's billing company, or both.

Electronic Transfer of PHI for Certain Credit Card Transactions: Thrive uses a merchant services company, Square, to process your credit card information. This company may send the cardholder a text or an email receipt indicating that you used that credit card for therapy 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 if you have directed Square to send you such notifications in the past. It is your responsibility to know if you or the cardholder 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 bank statement. The name on the charge will appear as Thrive Counseling and Consulting PLLC.

Your Responsibilities for Confidentiality & Tele-Mental Health: Please communicate only through devices that you know are secure, as described above. It is also your responsibility to choose a secure and private location to participate in Tele-Mental therapy sessions, and to be aware of opportunities that family, friends, employers, coworkers, strangers, and hackers may have to either overhear your communications or gain access to the technology that you are using. Additionally, by signing this Informed Consent document, you agree not to record any Tele-Mental Health sessions.

Communication Response Time: We are required to make sure you are aware that we are located in the southeastern United States (in North Carolina) and abide by Eastern Standard Time. Thrive is considered to be an outpatient facility, set up to accommodate individuals who are reasonably safe and resourceful. Your therapist may not be available at all times. If at any time this does not feel like sufficient support, please inform your therapist so that they can discuss additional resources or transfer your case to a therapist or clinic with 24-hour availability. Your therapist will return phone calls within one business day. However, your therapist may not immediately 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 PROCEDURES

In Case of an Emergency:

1. If you cannot wait and if it is the kind of emergency where you may harm yourself, your child, or someone else, call 911 or go to the nearest hospital emergency room.
2. If is the kind of emergency or crisis situation in which you would prefer a same-day appointment, call Thrive Counseling and Consulting PLLC at 910.483.5884, or, if possible, text your therapist directly.

Emergency Procedures Specific to Tele-Mental Health Services:

There are additional emergency procedures specific to Tele-Mental 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, or in a crisis that we cannot solve remotely, your therapist may determine that you need a higher level of care and that Tele-Mental Health services are not appropriate.
2. We require an Emergency Contact Person (ECP) who may be contacted on your behalf in a life-threatening emergency only. Please write this person's name and contact information below. Either you or your therapist will verify that your ECP is willing and able to go to your location in the event of an emergency. Additionally, if you, your ECP, or your therapist determines it is necessary, the ECP agrees take you to a hospital. Your signature at the end of this document indicates that you understand your therapist will only contact this individual in the extreme circumstances stated above. Please list your ECP here:

Name: _____ Phone: _____

3. You agree to inform your therapist of the address where you are at the beginning of every Tele-Mental Therapy session.
4. You agree to inform your therapist of the mental health hospital closest to your primary location where you prefer to go to in the event of a mental health emergency (usually located where you will typically be during a Tele-Mental Therapy session). Please list this hospital and contact number here:

Hospital: _____ Phone: _____

In Case of Technical Difficulties: During a Tele-Mental Therapy session, you may encounter technical problems. The most reliable backup plan is for you and your therapist to contact one another via telephone. Please make sure you have a phone with you, and give your therapist 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 it is a phone session and you get disconnected, please call your therapist back, or contact them or the center to schedule another session. If the issue is due to problems with your therapist's phone or Internet service, and you are not able to reconnect, you will not be charged for that session.

CANCELLATION POLICY

Appointments must be cancelled at least 24 hours in advance.

Your insurance company will not pay for a missed session. In order for us to continue to provide services to those who need them, **all** appointment times must be filled only with those who desire to be at their appointment at the designated time.

1. "No Shows" and last-minute cancellations mean we are unable to fill that time slot with another client who may be waiting for an opening.
2. If you don't appear online for an appointment, or if you call to cancel at the last minute, you will be charged a \$40 fee (**real emergencies are an exception**).
3. If this happens more than once, your therapist may decide to take you off the "standing" (same appointment time/day every week) schedule so that someone else may have that time slot.
4. Please do not schedule an appointment if you aren't sure you can arrange the meeting on your PC or phone at your end. Just call back to reschedule when you know for sure.
5. If you know ahead of time (days, weeks, etc.) that you will be unable to come online or call for your standing appointment, please let your therapist know right away so they can make that time available to someone else.

RIGHTS & LIMITATIONS

Limitations of Tele-Mental Behavioral Health Therapy

1. Tele-Mental Therapy should not be viewed as a complete substitute for in-person therapy. There are greater risks of misunderstanding issues whenever therapy is done long distance.
2. The quality of audio and video may interfere with the way you are seen and understood, and may hinder your ability to understand the therapist.
3. There are sometimes disruptions in services due to technical difficulties, or unforeseen issues related to communication.
4. Maintaining privacy and confidentiality takes additional effort.
5. Our ability to provide Tele-Mental Health services outside of North Carolina can be impacted or hindered by the regulations of the state in which you are located. Your Tele-Mental therapist may need to obtain special permission from the licensure board in the state where you are located.

Face-to-Face Requirement: Before beginning Tele-Mental Health services, you will normally be required to attend one face-to-face meeting with your therapist at Thrive's offices. However, if this is not possible, we can substitute it with a video conference interview in which you present your therapist with a valid photo ID and one other form of identification, such as credit card in your name. During this pre-session interview, you will also be required to choose a password, phrase, or number to identify yourself in all future sessions.

Your Rights As A Client

- You have the right to withhold or withdraw consent at any time without affecting your therapist's right to future care or treatment, nor risking the loss or withdrawal of any program benefits to which you would otherwise be entitled.
- The laws that protect the confidentiality of your medical information also apply to distance counseling, and information you disclose during the course of therapy is generally confidential. However, there are both mandatory and permissive exceptions to confidentiality, including but not limited to:
 - If the therapist has reason to suspect child, elder, and/or dependent adult abuse;
 - If the therapist has reason to believe the client intends to harm his/herself or another person
 - A court order.
- The dissemination of any of your personally identifiable images or information from the telemedicine interaction to researchers or other entities shall not occur without your written consent.

Consent for Treatment: Please sign and date below indicating that you have read and understand the contents of this form, you agree to these policies, and you are authorizing your therapist to utilize the Tele-Mental Health methods discussed.

Client Signature

Date

Client or Spouse Signature

Date

Parent/Legal Guardian Signature (if minor)

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

Date