

## Saori Maruyama, Ph.D. LLC

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

Thank you so much for choosing the services that I provide. This document is designed to inform you about what you can expect from me 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, I have completed specialized training in TeleMental Health. I 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 me with that phone number, I may contact you on this line from my own landline in my office or from my cell phone, typically only regarding setting up an appointment if needed. If this is not an acceptable way to contact you, please let me know. Telephone conversations (other than just setting up appointments) are billed at my 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, I realize that most people have and utilize a cell phone. I 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 my hourly rate. Additionally, I do not keep your phone number in my cell phone, and my phone is password protected.

##### **Text Messaging:**

Text messaging is not a secure means of communication and may compromise your confidentiality. However, I realize that many people prefer to text 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 text to prevent compromising your confidentiality. You also need to know that I am required to keep a copy or summary of all texts as part of your clinical record that address anything related to therapy.

**Email:**

I utilize a secure email platform that is hosted by CounSol.com. I have chosen this technology because it is encrypted to the federal standard, HIPAA compatible, and 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. If we choose to utilize this technology, I will give you detailed directions regarding how to log-in securely. 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.).

Email (other than just setting up appointments) is billed at my hourly rate for the time I spend reading and responding to them. 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 Procedures." Finally, you also need to know that I am required to keep a copy or summary of all email as part of your clinical record that address anything related to therapy.

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

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

**Google, Bing, etc.:**

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

**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 CounSol.com. This VC platform is encrypted to the federal standard, HIPAA compatible, and has signed a HIPAA Business Associate Agreement (BAA). The BAA means that CounSol.com 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.).

**Website Portal:**

I have a client portal that is accessible through <https://drmaruyama.secure-client-area.com/portal/>, which is powered by CounSol.com. CounSol.com ensures this portal is encrypted to the federal standard, HIPAA compatible, and has agreed to sign a HIPAA Business Associate Agreement (BAA). The BAA means that CounSol.com 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, I will give you detailed directions regarding how to log-in securely. I 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.).

Additionally, through the client portal, you have the option of receiving text and/or email reminders of your appointments with me. If you would like this service, please check the "Website Portal" option at the end of the document.

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

**Faxing Medical Records:**

If you authorize me (in writing) via a "Release of Information" form to send your medical records or any form of PHI to another entity for any reason, I may need to fax that information to the authorized entity. It is my 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 my fax machine. However, my fax machine is kept behind two locks in my office. And, when my fax machine needs to be replaced, I 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, I may recommend that you visit certain websites for pertinent information or self-help. I 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 I do not make these recommendations. Please let me know by checking (or not checking) the appropriate box at the end of this document.

**Electronic Record Storage:**

Your communications with me 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 [CounSol.com](http://CounSol.com), 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 using point-to-point, federally approved encryption.

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

If I am credentialed with and a provider for your insurance, please know that I utilize online billing websites. Your PHI will be securely transferred electronically on Availity (BCBS), NaviNet (Aetna), Office Ally, or Humana Military (TRICARE). If your insurance provider is billed, you will generally receive correspondence from your insurance company.

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

I utilize BluePay as the company that processes your credit card information. This company may send the credit cardholder 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 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 credit-card bill. The name on the charge will appear as Saori Maruyama, Ph.D. LLC.

**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.

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

### 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 do not carry a beeper nor am I 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 and client portal messages within 48 hours. However, I do not return calls 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, I encourage you not to wait for communication back from me, 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, I may determine that you need a higher level of care and TeleMental Health services are not appropriate.
- I require an Emergency Contact Person (ECP) who I may contact on your behalf in a life-threatening emergency only. Please write this person's name and contact information below. Either you or I 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 I determine necessary, the ECP agrees take you to a hospital. Your signature at the end of this document indicates that you understand I will only contact this individual in the extreme circumstances stated above. Please list your ECP here:

Name: \_\_\_\_\_ Phone: \_\_\_\_\_

Name: \_\_\_\_\_ Phone: \_\_\_\_\_

- You agree to inform me of the address where you are at the beginning of every TeleMental Health session.
- You agree to inform me 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). Examples of two possible local hospitals: Peachford Hospital (770-454-5589), RidgeviewInstitute (770-434-4567) Please list this hospital and contact number here:

Hospital: \_\_\_\_\_ Phone: \_\_\_\_\_

### In Case of Technology Failure

During a TeleMental Health session, we 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 I have that phone number.

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

If we are on a phone session and we get disconnected, please call me back or contact me to schedule another session. If the issue is due to my phone service, and we are not able to reconnect, I will not charge you for that session.

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

### Structure and Cost of Sessions

I offer primarily face-to-face counseling. However, based on your ability to make in-person sessions, I may provide phone, 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. 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 described in my general "Professional Services Agreement" form. I agree to provide TeleMental Health therapy for the fee of \$140.00 per 45 minute session and \$187.00 per 60 minute session. Emails (other than just setting up appointments) are billed at my hourly rate for the time I spend reading and responding. I require a credit card ahead of time for TeleMental Health therapy for ease of billing. 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, American Express, and Health Saving Account are acceptable for payment, and you may request a receipt of payment and the services that I provided. The receipt of payment and services completed may also be used as a statement for insurance.

Insurance companies have many rules and requirements specific to certain benefit plans. At the present time, insurance companies are rapidly changing their policy regarding reimbursement for TeleMental Health services. You should check any updates with your medical insurer on TeleMental Health reimbursement. If you have determined that your specific policy covers TeleMental Health services provided by me, I will be happy to bill them for reimbursement and you will be asked to pay your co-pay at the time of service. However, I cannot guarantee that your insurance plan will cover TeleMental Health services, in which case you will be billed for the remainder of the fee. I will be glad 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 me 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 therapy conducted in my 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, I might not see a tear in your eye. Or, if audio quality is lacking, I might not hear the crack in your voice that I could easily pick up if you were in my 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 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.

### Consent to TeleMental Health Services

Please check the TeleMental Health services you are authorizing me 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 me in writing. If you do not see an item discussed previously in this document listed for

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

your authorization below, this is because it is built-in to my practice, and I will be utilizing that technology unless otherwise negotiated by you.

- ☐ Texting
- ☐ Email
- ☐ Video Conferencing
- ☐ Website Portal
- ☐ 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 I am 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.

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**Client Name (Please Print)**

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**Date**

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**Client Signature**

**If Applicable:**

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

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**Date**

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

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

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**Psychologist's Signature**

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**Date**

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Phone, Fax, Website

## TELECONFERENCING GUIDELINES

**PLEASE read these tips for making the most out of your teleconferencing session.**

**Thank you!**

1) **Prepare** - Login to the secure client portal a few minutes prior to your session. Your upcoming session will be displayed on your Home page. Click any of the details of your upcoming session to open the Session Details page, then click the Start Video Session button. A new window will open where your session will take place.

If you have completed the preparatory steps listed in the tech Setup section above, you should be taken directly to the virtual meeting room where you and your counselor will conduct your session. A display of what your psychologist sees will show in the bottom left, while the rest of the screen will fill with your psychologist's camera view.

Use the volume dials at the top of the window to adjust sound settings as needed.

2) **Power & Good Internet Connection** - Please make sure your device has enough power for our session and/or you are plugged in. Also, please find a place where you have the strongest Internet connection to make sure you have enough bandwidth for video streaming.

3) **Confidentiality** - Please make sure you're in a place where you will not be disturbed by other people or pets (quiet, non-disturbing pets are fine :-)). It's also important that other people don't hear us speaking.

4) **Audio** - It's best to use a headset. It also helps to keep what I am saying to you confidential. If you don't have a headset, then just be sure you're close to the microphone on your device so I can hear you well. Also, please be mindful of background noise, and be sure to be in a quiet, secure place.

5) **Video** -

a. **Please be sure your entire face can be seen** by the camera and you're positioned to be eye-level with me if possible. **It's helpful to set your device on a stack of books or something that allows the camera to be positioned at about the top of your head** (about 8-10 inches high, depending upon the device). This will help us to be eye to eye and see each other well.

b. Please do your best to have **light shining on your face and not coming from behind you.** It is critical that you are looking at a window vs. having your back to the window, otherwise you'll be backlit. A lamp in front of you is also a good solution.

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

c. Please also keep your device still vs. carrying it around with you because that can make others feel dizzy and it's difficult to focus.

6) **Focus** - Please refrain from doing other things rather than participating in your session. You may see me looking down to write notes about what you're saying.

7) **Stay Present** - Please try to stay present during your session and not leave. Of course, if you need a glass of water or to go to the restroom, that's totally understandable. Please just let me know you'll be back.

8) **Act as Though You're in Person** - Mostly, it's just a lot more satisfying if we participate similarly to how we would while in person. It may take a time or two to get used to this format. However, if everyone does their part and preps ahead of time, it can be super easy, really enjoyable, and there's no driving involved. :-)

Please let me know if you have any questions, and I'll see you soon!

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