

#### Insight Psychological Inc.'s Consent for Online Treatment

Insight Psychological Inc. uses the OnCall Health video platform to allow for enhanced service provision through secure online video services, which would include but not limited to counselling, training and consultation sessions, allowing clients to consult their therapists or other service providers from the privacy and convenience of the location they choose.

This online services agreement is between Insight Psychological Inc. (herein known as "Insight") as well as the OnCall Health video platform (herein known as "OnCall") and the individual (herein known as "the Client") who has agreed to participate/engage in secure online video services (herein known as Secured Online Services), which may include but not limited to online counselling, training, or consultation, with a therapist or other service providers from Insight Psychological Inc. using the OnCall Health platform.

#### **Collection of Client Information**

In the coordination of Secured Online Services, the following information will be collected from clients by Insight, in coordination with OnCall:

- Name and email of the client
- Payment information (credit card)
- Date and time of the appointment
- Any written instructions by Insight added to the "notes for client" after the appointment.
- Files attached by the Insight therapist or the client during or after the appointment inside the OnCall platform, usually as PDF or word documents.

#### **Confidentiality**

All information shared with the therapist is confidential and no information will be released without the client's written authorization. Any personal information that is collected is done so under the Health Professions Act, the Personal Information Protection Act (PIPA) and the Freedom of Information and Privacy Act (FOIP) and is gathered by Insight Psychological Inc. solely for the purposes of collecting fees, mailing forms, and arranging appointments. Insight Psychological Inc. and OnCall Health are committed to safeguard it at the highest corresponding level in each province that services are rendered in. This information will not be released to other third parties or used for any other purpose than those outlined within this document.

Verbal consent for limited release of information may be necessary in special circumstances which will be discussed and attained prior to any action taken with the client's personal information. There are specific and limited exceptions to this confidentiality which include the following:

- A. When there is risk of imminent danger to the client or to another person, the therapist is ethically and legally bound to take necessary steps to prevent such danger. This may include contacting relevant authorities even if the client does not wish for the therapist to do so.
- B. When there is a reasonable suspicion that a child or elder or any vulnerable person is being sexually, physically or emotionally/psychologically abused or neglected or is at risk of such abuse, the



therapist is legally required to take steps to protect the person, and to inform the proper authorities.

C. All other requests for the client's personal information to be either released or obtained by the therapist or other professionals (e.g., my family physician, lawyers, etc.) will be discussed as they arise and will require the client's written permission to comply, unless ordered by court.

#### Therapy agreement

Clients may receive treatment in the form of individual/group/family therapy. The type and extent of service that each client receives will be collaboratively determined through discussion between the client and therapist.

A client is free to discontinue these services at any time (with the exception of late cancellations/no shows as identified below) and he/she is encouraged to discuss either a change in therapist, approach, or a referral to another professional with the therapist to ensure that he/she receives the best care possible.

This consent will remain in effect until such a time as the client withdraws it via written consent or informs his/her therapist of his/her intent to discontinue services.

#### **Attendance**

Individual therapy sessions are between 50 and 60 minutes in duration. Session frequency can vary over the treatment period, depending on the specific therapy goal and the progression of treatment.

Clients agree to notify Insight or their therapist at least 24 hours or more prior to the start of their appointment time for a cancellation or change in appointment time in order to avoid any late cancellation fee. Unexcused no shows or cancellations made less than 24 hours prior to the start of one's appointment will be automatically billed/charged at 50% of the total cost of the session booked.

#### **Financial agreement**

Clients agree to pay all fees relating to services received at Insight Psychological as well as any third party collection and legal costs associated with any recovery of amount outstanding should they occur. Each session fee is \$190.00 per one hour of online therapy, unless covered or otherwise specified through EAP or other contractual agreements in place. Other billable services, such as report writing, professional letters, form completion, and review of written records from other specialists are billed at the same rate.

A retainer amount may be collected to hold an appointment or prepare for an assessment and that additional charges will be added to that retainer to reach previously discussed or agreed upon fee for service and fees shall never exceed the agreed upon amount.

The client must acknowledge, understand, and accept the following terms of payment for services to be rendered:



- i. Clients will be asked/prompted for payment information and authorization for an online session prior to the start of the first session and that such information will be verified in person and/or by the online system for payment validity.
- ii. Should the payment information be verified as invalid for whatever reason, the client will be asked/prompted to provide information for a different payment method. Should the second payment method be verified as invalid as well, the session will be cancelled and should such payment verification occur immediately prior to the start of a pre-booked session, the cancelled session will be treated as late cancellation and the deposit for the late cancellation fee will be applied to the cancelled session. No further sessions will be booked until such time that the client can provide valid payment information.
- iii. Payment for an online session will be processed by the online system immediately upon the completion of each online session and I will receive a receipt confirming payment. Should there be a failure in finalizing the payment due to insufficient funds or any other issues, Insight will make the necessary attempts to process the payment again using the same payment information, until such time that the payment is finalized or Insight will contact the client for another valid method of payment. Clients are fully responsible for ensuring that all outstanding balance is promptly paid.
- iv. All counselling fees are tax deductible.
- v. Insight Psychological Inc. accepts VISA, MASTERCARD or debit for online services rendered.

#### **Risks and benefits**

While psychotherapy may provide significant benefits based on empirical evidence, it may also pose risks. Psychotherapy may elicit uncomfortable thoughts and feelings, or may lead to the recollection of troubling memories. Choosing not to engage in therapeutic treatment may also result in greater discomfort or escalating risks. Feedback and communication about the therapy process and impact is crucial in reducing the client's risk for harm, and our therapists encourage clients to communicate any concerns or discomforts with them as soon as is feasibly possible during treatment. Therapy is most effective when the client is comfortable with the therapist and so, should the client not feel comfortable or connected to this therapist they can either request a transfer to another individual or make their concerns known in order to best facilitate care for themselves.

#### **Rights and responsibilities**

All clients have a right to be treated with respect, dignity, and without discrimination regardless of age, gender, mental and physical status, sexual orientation, race, belief system or ethnic background. Clients can expect from their therapist to make their best effort to conduct therapy as competently as possible. The client has a right to ask questions at any time, be informed by their therapist as to their qualifications, areas of specializations and limitations, and the code of ethics which they follow. The client has a right to be advised as to the limits of therapeutic service and to discuss their treatment with others (including getting a second opinion). The client has a right to pursue grievance through the College of Alberta Psychologists' grievance procedures in the event that they are not able to resolve their concerns with the therapist. The client may stop treatment at any time. The client has a right to view their file notes at any time and to know what is being recorded about them. The client is



responsible for setting therapeutic goals for their treatment and to review them as required. The client will cooperate with the therapist in evaluating the treatment process and work toward achieving their self-identified goals.

#### Ensuring clients' meaningful consent

To proceed with registration for Insight's secure video counselling, training, or consultation sessions using the OnCall Health platform, a client must agree to the Online Services agreement and consent for treatment terms, found below.

#### **Consent for Online Treatment**

I, the Client, fully agree to participate/engage in Secured Online Services with a with a therapist or other service providers from Insight Psychological Inc. using the OnCall Health video platform on the basis of the following information:

- Insight, in coordination with OnCall, will collect my personal and personal health information for the purpose of rendering online counselling, training, or consultation service to me.
- Insight's Secured Online Services are occurring on a secure video feed, safeguarded in accordance with the Privacy Policy OnCall.
- I have read and agree to the terms and conditions specified in On Call's Privacy Policy.
- Insight and OnCall do not use my personal or personal health information without my consent except as necessary to provide its service and as required and permitted by law.
- Insight and OnCall will never rent or sell my personal and personal health information.
- Insight and OnCall will never disclose my personal information except as required and permitted by law.
- I understand that any additional individuals other than myself may not be present in my secure online sessions without prior approval from Insight Psychological Inc.
- I agree that I will NOT record (audio, video, or any other form) or share any portion of my Secured Online Service session(s) with any party without prior written approval from Insight Psychological Inc.

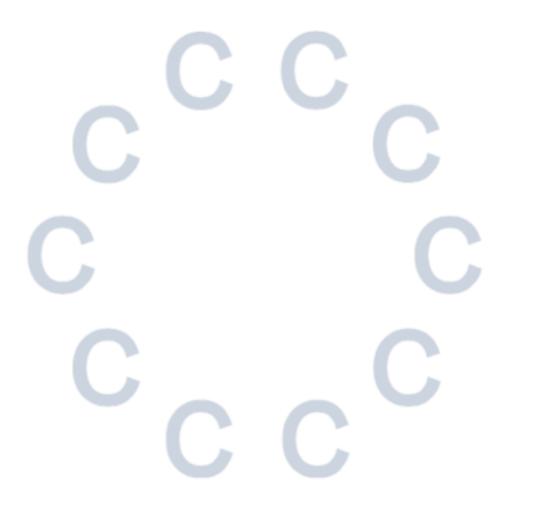
By clicking "I accept" I acknowledge that I understand and agree to the all the terms and conditions specified in Insight's Consent for Online Treatment as outlined above.

### Please see additional Privacy Policy from On Call Health below.



# On•Call PRIVACY POLICY

2017



#### **Privacy Policy**

OnCall Health allows health care providers to enhance their service with secure video consultations, and patients to consult health care providers from the privacy and convenience of the location they choose. This means personal information and personal health information is collected by OnCall Health. This information is highly sensitive and protected by the Personal Health Information Protection Act (PHIPA) and all equivalent personal health information protection legislation throughout Canada. OnCall Health is committed to safeguard it at the corresponding level. This Policy describes the physical, technological and administrative measures we implement to safeguard personal and personal health information. We comply with privacy law and we honour the trust of our users by taking every necessary measure to protect personal and personal health information.

By law, personal information is information that relates to an identifiable individual, to the exclusion of business contact information (name, title, work address, work phone number or work email address). Personal health information includes information that relates to an identifiable individual's health, physical or mental, health history including family, or medical treatment.

If we update this Privacy Policy, we will notify you.

Read on to learn more, and if you have questions, feel free to reach our Designated Privacy Contact, Chief Privacy and Security Officer, Nicholas Chepesiuk nicholas@oncallhealth.ca, 1-647-964-4134.

#### **Our commitment**

OnCall Health will never collect, use or disclose personal or personal health information without consent of the individual it relates to.

OnCall Health safeguards personal and personal health information on the basis of risk assessments and industry standards regarding physical security, technological security and administrative policies and processes, as explained further below.

OnCall Health complies with all applicable personal health information legislation where it operates.

#### What we collect

From health care providers:

We collect name, business contact information as well as specialization.

#### From patients:

When consulting their own health care provider registered with OnCall Health, we collect:

Name and email of the patient

- · Date and time of the appointment
- Any written instructions by the provider added to the "notes for patient" after the appointment,
- Files attached by the provider or patient during or after the appointment inside the platform, usually as PDF or word documents.
- When consulting any one of OnCall Health registered health care providers, in addition, we will collect the reason for the consultation in order to refer the request to the proper health care provider.

#### How we protect it

OnCall Health protects personal and personal health information through integrated physical, technological and administrative safeguards:

#### Physical safeguards:

OnCall Health premises are divided into secure areas where electronic equipment and personal and personal health information cannot be accessed without authorization.

Access is controlled by a code and monitored in a manner that keeps all personal and personal health information secure from unauthorized access.

OnCall Health technological equipment does not include portables that leave the premises.

All necessary backups are safely locked.

OnCall Health does not keep personal or personal health information on paper.

#### Technological safeguards:

OnCall Health stores all personal and personal health information in Montreal Canada, with Amazon Web Services Secure Cloud (AWS). AWS is certified as compliant with ISO Standard 27018 Code of Practice for personal identifiable information (PII) protection in public clouds acting as PII processors. In addition to the independent certification process under ISO 27018, the Standard also includes the right to audit AWS for compliance.

The secure video and/or text consultation is encrypted with the AES cipher using 128-bit keys. Here are the details on our encryption:

- The basic voice, video, and text traffic are converted into cipher, a form which cannot be understood by anyone except authorized parties.
- The conversion is done with random keys that change from the beginning to the end of the conversation to make it even more secure.
- The keys last a short period of time and are neither stored nor persistent anywhere.

OnCall Health destroys or anonymizes all personal and personal health information when it is no longer necessary to deliver service.

OnCall Health employees can only gain technological access to personal information or personal health information collected by OnCall Health:

- With a robust password, based on required elements.
- Upon authorization, granted strictly on a need-to-know basis, defined according to job requirements.

Access is monitored through technological audit trails.

Audit trails are regularly reviewed to ensure compliance.

Administrative measures:

OnCall Health has appointed a Designated Privacy Contact, mentioned above, who acts as Chief Privacy and Security Officer (CPSO) responsible for information system monitoring and information security policy and procedure management.

The CPSO is responsible for compliance with OnCall Health's privacy programme including,

- Undertaking threat and risk assessments on a regular basis and as systems are approved.
- Adopting policies and procedures on the basis of threat and risk assessments to mitigate all identified risks, updated as necessary.

OnCall Health users may access their personal information by accessing their account and, should they require assistance, by contacting our CPSO.

OnCall Health closes accounts immediately upon request and destroys or anonymizes all personal information.

OnCall Health completes background checks on all employees before starting employment. As soon as employment starts, OnCall Health trains, supports and supervises all employees on its Privacy Policy and procedures.

Contractors are held to the same high level of protection of personal and personal health information as OnCall Health through contractual agreements, including audits, based on OnCall Health Privacy Policy and procedures.

OnCall Health senior management receives regular reports on privacy compliance and, in turn, reports to the Board for oversight.

OnCall Health is regularly audited by a third party to ensure we are meeting our privacy obligations. This is part of a process for OnCall Health to reassess all policies and procedures on an ongoing basis to ensure that legal requirements are met and personal and personal health information is highly secure.

#### How we use it

OnCall Heath will never use personal or personal health information for other purposes than why it is provided with consent and necessary to deliver service.

OnCall Health will never rent or sell the personal information or personal health information it collects.

OnCall Health will never disclose personal or personal health information, except as required by law and upon demonstrated lawful authority.

Should OnCall Health conduct market or product research, it would never use personal nor personal health information; rather, it would fully anonymize information which means to render it unlikely to be traced back to an individual.

Should OnCall Health offer users the opportunity to receive relevant information on products or services, or promotions, OnCall Health will seek explicit consent to exercise that option.

#### **Breach response**

Experience tells us that there is no total guarantee against data breaches. Damage can be mitigated, however, and OnCall Health has taken all reasonable measures to prevent a breach, as described above.

In the event of a breach, OnCall Health would immediately mitigate its impact by:

- Notifying users at the first reasonable opportunity, namely as soon as we identify the breach,
- Applying remedial measures immediately.

#### Ensuring patients' meaningful consent

To ensure OnCall Health patients' meaningful consent, OnCall Health provides relevant information in this Privacy Policy, as well as through the availability of our Designated Privacy Contact, nicholas@oncallhealth.ca, 647-964-4134, and subjects use of OnCall Health secure video consultation to the following patient consent form.

To proceed with registration for OnCall Health secure video consultations, a patient must complete this consent form.

## OnCall Health Secure Consultation Patient Consent Form

I agree to OnCall Health secure video or text consultation with a health care provider on the basis of the following information:

OnCall Health will collect my name, the name and contact information of the health care provider, including specialization, as well as the time of appointment.

OnCall Health consultation is occurring on a secure video feed, safeguarded as described in the OnCall Health Privacy Policy.

OnCall Health does not use my personal or personal health information without my consent except as necessary to provide its service.

OnCall will never rent or sell my personal and personal health information.

OnCall will never disclose my personal information except as required by law and upon demonstration of lawful authority.

OnCall will close my account immediately upon request and destroy or anonymize all personal information.