

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

Thank you so much for choosing the services that we provide. This document is designed to inform you about what you can expect from us 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, our therapists have completed specialized training in TeleMental Health. We 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 us with that phone number, we may contact you on this line from our own landline in our office or from a cell phone, typically only for purposes of setting up an appointment if needed. If this is not an acceptable way to contact you, please let your therapist know. Telephone conversations (other than just setting up appointments) are billed at your therapist's 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, we realize that most people have and utilize a cell phone. We may also use a cell phone to contact you, typically only for purposes of setting up an appointment if needed. Additionally, your therapist may keep your phone number in his/her cell phone, but it will be listed by your initials only and his/her phone is password protected. If this is a problem, please let your therapist know, and you he/she will be glad to discuss other options. Telephone conversations (other than just setting up appointments) are billed at your therapist's hourly rate.

### **OUR POLICY REGARDING TEXT MESSAGING:**

#### **Text Messaging:**

Text messaging is not a secure means of communication and may compromise your confidentiality. Furthermore, sometimes people misinterpret the meaning of a text message and/or the emotion behind it. Therefore, **we do not utilize texting in our therapy practice, and your therapist will not respond to a text**

**message for your protection.** If you happen to send your therapist a text message by accident, you need to know that she or he is required to keep a copy or summary of all texts as part of your clinical record that address anything related to therapy. Furthermore, we will not contact you from personal cellular devices and if so

## **OUR POLICY REGARDING EMAIL USAGE**

### **Email:**

Email is not a secure means of communication and may compromise your confidentiality. However, we realize that many people prefer to email because it is a quick way to convey information. **Nonetheless, please know that it is our 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 we are required to keep a copy or summary of all emails as part of your clinical record that address anything related to therapy. **Furthermore, we will not respond to any communications sent via email, but you may feel free to use our HIPAA compliant Patient Portal to have limited communication with your therapist or to send useful clinical information such as medical releases or psychological reports. We will not respond to communications that are therapeutic in nature.**

We 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 us via email because we may not see it in a timely matter. Instead, please see below under "Emergency Procedures."

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

It is our policy *not* to accept "friend" or "connection" requests from any current or former client on any of our therapist's **personal** social networking sites such as Facebook, Twitter, Instagram, Pinterest, etc. because it may compromise your confidentiality and blur the boundaries of your relationship. However, New Vision Counseling Center, LLC has a **professional** Facebook page, **professional** Twitter page, and **professional** Instagram page. You are welcome to "follow" us on any of these **professional** pages where we post 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 New Vision Counseling Center, LLC. Please refrain from making contact with us 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.

### **Blogs:**

We may post 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 the general public may see that you're following New Vision Counseling Center's blog. Once again, maintaining your confidentiality is a priority.

### **Video Conferencing (VC):**

Video Conferencing may be an option for your therapist to conduct remote sessions with you over the internet where you may speak to one another as well as see one another on a screen. We currently use Doxy.me or Zoom Platforms only. 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 or Zoom is willing to attest to HIPAA compliance and assumes responsibility for keeping your VC interaction secure and confidential. If you and your therapist choose to utilize this technology, your therapist will give you detailed directions regarding how to log-in securely. We also ask that you please sign on to the platform at least five minutes prior to your session time to ensure you and your therapist get started promptly. Additionally, you are responsible for initiating the connection with your therapist at the time of your appointment. **Not doing so could result in being assessed the missed visit fee.** Additionally, any fees must be paid prior to beginning the VC. We 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.).

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### **Website Portal:**

We have a client portal that is accessible through our website at [www.newvisioncounselingcenter.com](http://www.newvisioncounselingcenter.com), which is powered by EHRYourWay. EHRYourWay 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 EHRYourWay 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, we will give you detailed directions regarding how to log-in securely when you schedule your first appointment. Login credentials are emailed to you from [noreply@ehryourway.com](mailto:noreply@ehryourway.com) and not from our office. If you do not receive an email, please be sure to check your spam/junk folder. We 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.).

### **Recommendations to Websites or Applications (Apps):**

During the course of our treatment, your therapist may recommend that you visit certain websites for pertinent information or self-help. She or he 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 and/or 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 therapist does not make these recommendations. Please let your therapist know by checking (or not checking) the appropriate box at the end of this document.

### **Electronic Record Storage:**

Your communications with us 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 [EHRYourWay](#), 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. Additionally, your PHI will be kept on our password protected computer in an encrypted file format.

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

If your therapist is credentialed with and a provider for your insurance carrier, please know that we utilize a billing service who has access to your PHI. Your PHI will be securely transferred electronically to [EHRYourWay](#) and [OfficeAlly](#). 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, our billing company, or both.

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

We utilize [Bank of America](#) as the company that processes your credit card information. This company may send the credit card-holder a text or an email receipt indicating that you used that credit card at our facility, 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 also appear on your credit-card bill. The name on the charge will appear as [New Vision Counseling Ctr, 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,

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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.

### Communication Response Time

I'm required to make sure that you're aware that I'm located in the Southeast and we abide by Eastern Standard Time. Our practice is considered to be an outpatient facility, and we are set up to accommodate individuals who are reasonably safe and resourceful. **We are not an emergency receiving facility; therefore, we do not carry beepers nor are we available at all times.** If at any time this does not feel like sufficient support, please inform your therapist, and he or she can discuss additional resources or transfer your case to a therapist or clinic with 24-hour availability. We will return phone calls within 24-48 business hours. However, we may not respond to calls or patient portal communications on weekends (if your therapist does not see clients 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, we encourage you not to wait for communication back from your therapist, 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, we may determine that you need a higher level of care and TeleMental Health services are not appropriate.
- We require an Emergency Contact Person (ECP) who we may contact on your behalf in a life-threatening emergency only. Please write this person's name and contact information below. Either you or we 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 we determine necessary, the ECP agrees take you to a hospital. Your signature at the end of this document indicates that you understand we will only contact this individual in the extreme circumstances stated above. Please list your ECP here:

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

- You agree to inform your therapist of the address where you are at the beginning of every TeleMental Health session.
- You agree to inform your therapist 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 therapist 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 your therapist has 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 five minutes, please call your therapist.

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If you and your therapist are on a phone session and you get disconnected, please call your therapist back or contact her or him to schedule another session. If the issue is due to *your therapist's* phone service, and the two of you are not able to reconnect, she/he will not charge you for that session.

### Structure and Cost of Sessions

At New Vision Counseling Center, we offer primarily face-to-face counseling. However, based on your ability to make in-person sessions, your therapist may provide phone 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. You and your therapist 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 our general "Professional Services agreement and Financial Agreement" forms. **We require a credit card ahead of time for TeleMental Health therapy for ease of billing. Please sign the Financial Agreement Form, which was provided to you separately and indicates that we may charge your card without you being physically present.** Your credit card will be charged at the beginning of each TeleMental Health interaction. **This includes any therapeutic interaction other than setting up appointments.** Visa, MasterCard, or American Express are acceptable for payment, and we will provide you with a receipt of payment and the services that we provided.

The receipt of payment & services completed may also be used as a statement for insurance if applicable to you. Insurance companies have many rules and requirements specific to certain benefit plans. At the present time, some 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, we 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 therapist 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 our 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, your therapist might not see a tear in your eye. Or, if audio quality is lacking, he or she might not hear the crack in your voice that he or she could have easily picked up if you were in our 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 we have the utmost respect and positive regard for you and your wellbeing. We would never do or say anything intentionally to hurt you in any way, and we strongly encourage you to let your therapist know if something she or he has done or said upset you. We invite you to keep the communication with your therapist open at all times to reduce any possible harm.

### Face-to Face Requirement

If you and your therapist agree that TeleMental Health services are the **primary** way that you and your therapist choose to conduct sessions, **we may require one to two face-to-face meetings at the onset of treatment.** We

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prefer for this initial meeting to take place in our office. If that is not possible, we can utilize video conferencing as described above. During this initial session, your therapist 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.**

### Consent to TeleMental Health Services

Please check the TeleMental Health services you are authorizing your therapist to utilize for your treatment or administrative purposes. You and your therapist 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 us 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.

- Email (for appointment reminders only)
- 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 we are 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 us 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**

Your therapist's signature below indicates that he or she has discussed this form with you and has answered any questions you have regarding this information.

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**Therapist's Signature**

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**Date**

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