

## **PLEASE REVIEW PRIOR TO FIRST APPOINTMENT**

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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 may keep your phone

number in my cell phone; if so, it is listed by your initials only and my phone is password protected. If this is a problem, please let me know, and we will discuss our options.

### **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. I also strongly suggest that you only communicate through a device that you know is safe and technologically secure (e.g., password protected). 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:**

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, and, with your permission, transmittal of monthly Superbill receipts (if applicable).** 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 Procedures."

### **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):**

***NOTE: THIS INFORMATION IS NOT APPLICABLE IF YOU ARE A NEW CLIENT FOR IN OFFICE OUTPATIENT COUNSELING***

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 the Telehealth option provided through my practice management system, Simple Practice. This platform is encrypted to the

federal standard and is HIPAA compatible. This means that Simple Practice is willing to attest to HIPAA compliance and assumes responsibility for keeping our interaction through their Telehealth system secure and confidential. If we choose to utilize this technology, I will provide you a link to access these services through your electronic device. I also ask that you please sign on 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.).

### **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. The electronic fax service I contract with is HIPAA compliant and has signed a Business Associate Agreement to validate their commitment to maintaining confidentiality with your PHI.

### **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. You will furnish this information on another TeleHealth written consent 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 Simple Practice, a secure practice management 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. Your PHI will also be kept on my password protected computer in an encrypted file format.

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

If I am credentialed with and a provider for your insurance, please know that I utilize a billing feature of my practice management system, 'Simple Practice', who has access to your PHI. Your PHI will be securely transferred electronically to Simple Practice. This practice management 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, Redwood Counseling, LLC, or both.

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

I utilize 'Stripe' as part of my practice management system as the company that processes your credit card information. Please be aware that the transaction will appear on your credit-card bill. The name on the charge should appear as Redwood Counseling, LLC. The billing function of my practice management system securely maintains records of your credit card transactions. Please advise if you would like me to print a receipt statement at the time of your session.

#### 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.

#### 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, texts, or emails within 24 hours. However, I do not return calls, texts, or emails 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/Georgia Crisis Line (GCAL): 800-715-4225
- Call Ridgeview Institute at 770.434.4567
- Call Anchor Hospital at 770.991.6044
- Call Lifeline (National Crisis Line) at (800) 273-8255
- Call 911.
- Go to the emergency room of your choice.

#### Emergency Procedures Specific to TeleMental Health Services

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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. You will furnish this person's name and contact information on another TeleHealth written consent document.
- 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). You will furnish this information on another TeleHealth written consent document.

### **In Case of Technology Failure**

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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.

### **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 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 "Information, Authorization, and Consent to Treatment" form. I agree to provide TeleMental Health therapy for the fee of \$90 per 45-50 minute session and \$120 per 90 minute session (SELF-PAY ONLY), unless otherwise negotiated by you or an insurance company. I require a credit card for TeleMental Health therapy for ease of billing. Your credit card will be charged at the conclusion of each TeleMental Health interaction in accordance with the credit card number you verbally provide to me. **This includes any therapeutic interaction other than setting up appointments.** For your protection, I do not record your credit card information and will obtain it from you at the conclusion of each TeleMental Health interaction. Visa, MasterCard, Discover, or American Express are acceptable for payment, and I will provide you with a receipt of payment and the services that I provided. The receipt of payment & services completed may also be used as a statement for insurance if applicable to you (see below).

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, I 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. As a courtesy to you, I am often able to file your insurance through my practice management system; this will be discussed and approved by you prior to initiating services. Please note 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 a \$75 late cancellation fee (at the discretion of Redwood Counseling, LLC) prior to scheduling any further therapy sessions. 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.

### **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 that 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 and initial the TeleMental Health services below 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 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 – appointments Phone number: \_\_\_\_\_
- Email – appointments Email address: \_\_\_\_\_
- Email – monthly Superbill receipts (if applicable) Email address: \_\_\_\_\_
- Video Conferencing
- Recommendations to Websites or Apps
- Electronic filing of your insurance claim via my practice management system (or other secure internet portal provided through your insurance company)

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.

\_\_\_\_\_  
**Client Name (Please Print)**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Client Signature**

**If Applicable:**

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

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**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.

\_\_\_\_\_  
**Therapist's Signature**

\_\_\_\_\_  
**Date**