

New Dawn Counseling Center (NDCC)
Macon, GA.
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INFORMATION, AUTHORIZATION, & CONSENT TO TELEMENTAL HEALTH

Thank you for choosing the services that are provided here at New Dawn. This document is designed to inform you about what you can expect from 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 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. We at New Dawn have also developed several policies and protective measures to assure your protected health information (PHI) remains confidential. These are discussed below.

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 that phone number, I may contact you on this line from the office landline 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 the 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. Also, please note that sending documents via your cell phone may not be secure

and may compromise confidentiality. However, we realize that most people have and utilize a cell phone. I may also use a cell phone to contact you. If I contact you using my cell phone, it will show up as a private number. Telephone conversations (other than just setting up appointments) are billed at our hourly rate. Additionally, I may keep your phone number in my cell phone for ease of reference, and if possible, it will be listed by your last or first name and initials and my phone is password protected. If this is a problem, please let me know, and we will discuss other options.

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, I do not utilize texting in my therapy practice. Automatic appointment reminders/links may be sent via text to your phone. However, those are not coming from my personal cell phone but from the TheraNest program. If you happen to send me a text message by accident, you 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 always 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. We use a HIPAA-compliant, encrypted email system, provided by Hush Communications of Canada, which provides a higher level of security. Nonetheless, we prefer to utilize this means of communication with clients primarily for administrative matters such as appointment confirmations and maybe to send forms. However, with the Coronavirus pandemic, it may be necessary for us to send this informed consent and other Intake documents to you via email for your completion/signature. If you are not comfortable with using email for those or any purposes, let me know and do not send documents via this medium. As stated, even though HIPAA-compliant, email is not always a secure form of communication. Also, 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, 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. However, NDCC does have a professional Facebook page. You are welcome to "follow" our professional page where various counseling information is posted. 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 Dawn Counseling Center. Please refrain from making contact with me using social media messaging systems such as Facebook Messenger. These methods have insufficient security, and I do not watch them closely. I would not want to miss an important message from you. New Dawn also has a website for your information: www.newdawnmacon.com.

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.

Blogs:

Information may be posted on our professional blog on our webpage – www.newdawnmacon.com. If you have an interest in following those blogs, please feel free to do so. However, be mindful that the general public may see that you're following NDCC's blog if commenting capability is enabled and you comment. Once again, maintaining your confidentiality is a priority.

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. NDCC utilizes TheraNest (TN) for this option. This VC platform is encrypted to the federal standard and is HIPAA compliant. TheraNest has signed a HIPAA Business Associate Agreement which means that TheraNest attests to adhering to HIPAA compliance laws 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 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. It is my responsibility to let you know that fax machines may not be a secure form of transmitting information.

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 Transfer of PHI for Billing Purposes:

New Dawn Counseling Center utilizes a billing service who will have access to your PHI. Currently, that Billing Company is DeMonte Medical Billing Solutions. Your PHI will be securely transferred electronically to DeMonte Medical Billing Solutions. 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. Additionally, if your insurance provider is billed,

you will generally receive correspondence from your insurance company, the billing company, or both.

Electronic Transfer of PHI for Certain Credit Card Transactions:

Currently, NDCC uses Worldpay and TheraNest to process your debit/credit card information. (Note that this may change as we become aware of other capabilities). They may send the debit/credit cardholder a text or an email receipt indicating that you used that credit card for services at New Dawn, 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 New Dawn Counseling Center.

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. **It is your responsibility to choose a secure location.**

You must inform the therapist of your location at the beginning of each therapy session.

I am licensed in the state of Georgia. Therefore, I am only authorized to counsel clients in the state of Georgia. It is your responsibility to inform me if you are in or going to be in another state at the time of your session. This applies whether you are or will be there for an emergency, vacation, work, etc. so that we can discuss arrangements, as necessary.

Communication Response Time

I'm required to make sure that you're aware that I'm located in the Southeast U.S., and I abide by Eastern Standard Time. NDCC is considered to be an outpatient facility, set up to accommodate individuals who are reasonably safe and resourceful. 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. We attempt to return phone calls within 24 hours. However, we do not return calls or emails on weekends or holidays. If you are having a mental health emergency and need immediate assistance, 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 911
- Go to the emergency room of your choice
- Call National Suicide Prevention Lifeline at (800) 273-8255
- Call Coliseum Behavioral Health/Lifeline at (478) 741-1355

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. Please list 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 to take you to a hospital. Your signature at the end of this document indicates that you understand I will contact this individual in the event of circumstances stated above. Please list your ECP here:

Name: _____

Address: _____

Phone: _____

If your ECP is not available and I believe that you are experiencing a life-threatening or other emergency, I may contact 911 and send them to your location.

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). Please list this hospital and contact number here:

Hospital: _____

Phone: _____

In Case of Technology Failure

During a TeleMental Health session (especially a VC session), we could encounter a technological failure. Please make sure you have a phone with you during the session and that I have that phone number. I will attempt to contact you via phone or maybe even email to determine the problem. If we're doing a VC, I may try to reconnect via TheraNest. You are welcome to try to reconnect with me also via phone, email, or re-logging on to TN. If the issue is due to my phone or internet service, and we are not able to reconnect, you will not be charged for that session. Once we reconnect, we can determine the status and plans for the session.

Structure and Cost of Sessions

I may provide phone and/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 the same as face-to-face sessions described in my general Informed

Consent. If a co-pay or any other amounts are due (such as self-pay amounts), New Dawn requires that you make payment upon receipt of an invoice. Usually, invoices are emailed to clients via TheraNest. You can make payments at that time via TheraNest. Other payment arrangements may be made by contacting New Dawn. If payments are not received in a timely manner, you may be contacted for payment by our office. Note that Insurance companies have many rules and requirements specific to certain benefit plans. At the present time, some do not cover TeleMental Health services. We will make every effort to confirm this benefit prior to the session. If the insurance company does not cover TeleMental Health Services, you would then be responsible for payment of any TeleMental Health Services received.

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

Using telemental health (TMH) services is a relatively new method for providing counseling and researchers are still gathering and analyzing associated data. Prior to the pandemic, it was believed that TMH should not be viewed as a complete substitute for therapy conducted in-person but was considered an adjunct form of therapy. However, under the current circumstances, TMH has become necessary. It does involve limitations in that 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. To minimize these potentialities, I invite you to keep communications 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 usually require one face-to-face meeting at the onset of treatment. I prefer for this initial meeting to take place in my therapy office but because of risks associated with COVID-19 or other issues, that may not be possible, and the initial session may be via TMH. During or prior to this initial session, I will require you to show a valid picture ID and your insurance card if applicable. Another form of identity verification may be requested if you are not using insurance. At this time, you may be required to 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 below that 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. **PLEASE CHECK BLOCKS BELOW AS APPROPRIATE. If you're using email to send documents to New Dawn, remember to check "Email."**

- Email (HIPAA-compliant, encrypted): Our email is admin@newdawnmacon.com (SEE ABOVE ALSO ABOUT EMAIL SECURITY)
- Telephone / Cell and/or landline (Appointment reminders/links from TheraNest, may be sent via text to your cell phone)
- Video Conferencing
- 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.

This document may be revised as technological, policy, other changes occur or warrant.

Release of Liability: I unconditionally release and discharge New Dawn Counseling Center, my practitioner and his or her designees from any liability in connection with my participation in TeleMental Health Counseling.

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