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POLICIES, INFORMED CONSENT, AND TELEMENTAL HEALTH STATEMENT

All Appointments

All sessions are approximately 60 minutes long. **Your appointment time is set aside exclusively for you. It belongs to you. If for any reason you can not be here, you will be financially responsible for that time. If you use insurance to pay for your therapy, you will be charged the full fee for a missed session – not the co-pay. A makeup session will be offered when available but is not therapist's responsibility. A makeup session must occur within one week of the cancelled session.**

If you would like to change the frequency of sessions or discontinue appointments, please discuss this first with your therapist.

Telemental Health is defined as follows:

"...delivering services via...telephone, video, internet, smartphone, tablet, PC desktop or other electronic means..."(Georgia Code 135-11-.01)

I have several policies to assure your PHI (Personal Health Information) remains confidential. These are discussed below.

Landline Telephone

Landline phones may not be completely confidential. For example, someone could overhear or intercept your conversation. If you provide me with a landline phone number, I may contact you regarding scheduling appointments if needed. If this is not acceptable to you, please let me know.

Cell Phones

Like landline phones, Cell phones also may not be completely confidential. However, I realize that most people utilize cell phones. I may contact you on your cell phone, typically regarding setting up appointments as needed. I keep

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

Text Messaging

Text messaging is not secure. However, I realize that most people prefer texting. 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 of all texts or a summary as part of your clinical record.

Email

Email is not a completely secure means of communication. However, I realize that most people prefer emailing. Please save therapeutic information for your sessions and do not put them in email as your confidentiality can be compromised. If you are in a crisis, please do not email me because I may not see it in a timely manner. Please note that I am required to keep a copy / summary of all emails as part of your clinical record.

Social Media - Facebook, Twitter, LinkedIn, Instagram, Pinterest, Etc.

It is my policy to not accept friend requests or connection requests from any current or former client on my personal social networking sites because it may compromise your confidentiality and blur the boundaries of our relationship. However, I have a professional Facebook page (Jennifer Brown, LCSW). You are welcome to “follow” me on this professional page where I post information about my services, groups forming, and sometimes inspirational messages. However, please do so only if you are comfortable with the general public being aware of the fact that your name is attached to Jennifer Brown, LCSW.

Video Conferencing (VC):

Video conferencing is an option, at times, to conduct remote sessions over the internet where we can speak to one another and see each other on a screen. The platform I utilize is encrypted to the federal standard and HIPAA compatible. If we use this technology, I will give you detailed directions regarding how to log on securely. Please sign onto the platform at least 5 minutes prior to your session to ensure we get started promptly.

Note that you are responsible to initiate the connection with me at the time of your appointment. I strongly suggest that you only communicate through a computer or device you know is safe (i.e. password-protected, not accessing the internet through a public wireless network, etc.).

Electronic Transfer of PHI for Billing Purposes:

If you are using insurance to pay for your sessions, please know that I am using a billing service which has access to your PHI. Your PHI will be securely transferred electronically to Therapy Notes. This company has signed a HIPAA Business Associate agreement which requires them to maintain your confidentiality using federally-approved encryption. You may also receive correspondence from your insurance company.

Electronic Transfer of PHI for Credit Card Transactions:

I utilize Square as the company that process your credit card information. This company may send the credit card holder a text or email receipt indicating the date of my services and the amount charged. Please notify me if you do/ do not want a receipt via text or email. The transaction will also appear on your credit card bill. The name on the charge will appear as Jennifer Brown.

Your Responsibilities For Confidentiality And Telemental Health

Information discussed in sessions is legally protected. However, there are situations in which the law requires a therapist to break that confidentiality. These are listed below:

- Suspected abuse or neglect of a child, elderly or disabled person,
- When you are believed to be in danger of harming yourself or another person,
- If the court orders information to be released,
- When using an insurance company to pay for treatment (i.e. filing a claim, audits, treatment updates),
- When payments are not made and a collection agency is required to obtain payment,
- In natural disasters whereby protected records may become exposed,
- Or when otherwise required by law.

I hope these things do not occur. If they do, I will always try to speak with you about it first.

In Case Of Technology Failure

During a Telemental Health session, we could encounter a technological failure. The most reliable back up plan is to contact one another via telephone. Please make sure you have a phone with you, and that I have that phone number. If we get disconnected, please end and restart the session. If we are unable to reconnect within a few 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 the session.

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 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, I may not be able to see a tear in your eye that I would be able to pick up in my office in person.

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 for you and your wellbeing and I would never do or say anything intentionally to hurt you in any way. I strongly encourage you to let me know if something I do or say has upset you. I invite you to keep our communication open at all times to reduce possible harm.

Consent To Telemental Health Services

Please check the Telemental health services below that you are authorizing me to utilize for your treatment and administrative purposes. 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.

- Texting
- Email
- Video conferencing (when available)
- Phone

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 share your feelings / thoughts about these modalities of communication and treatment.

Communication Response 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 am not available at all times. If at any time this does not feel like this is sufficient support, please let me know and we can discuss options. I will return calls, texts, emails, within 24 hours when possible, but certainly within 48 hours. I do not return calls, texts, or emails on holidays, vacations, or weekends.

IN CASE OF EMERGENCY

If you are having a mental health crisis, please follow these directions.

Please leave me a message on my cell, if you are able. Do not wait to hear back from me. Do one or more of the following:

- Call 911.
- Go to the nearest psychiatric emergency room.
- Call Lifeline at (800) 273-8255.
- Call Behavioral Health Link at (800) 715-4225.

If we include Telemental Health as part of your treatment, there are additional procedures that we need to have in place for your safety.

I require an Emergency Contact Person (ECP) whom I may contact on your behalf in the case of a life-threatening emergency only. Please write this below. The ECP must be someone who is willing and able to go to your location in the event of an emergency and can take you to the hospital if that is indicated. We will contact this individual ONLY in the extreme circumstances state above.

- ECP NAME: _____

- ECP Number: _____

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 that you could go to in the event of a mental health emergency. Please list below:

- Hospital: _____
- Phone number: _____

If you are having suicidal or homicidal thoughts, or in a crisis that we can not solve remotely, I may determine that Telemental Health services are not appropriate for you.

Structure And Cost Of Sessions

I offer primarily face-to-face therapy sessions. However, based on your treatment needs, I may provide phone or video conferencing. The structure and cost of both in person sessions and Telemental Health sessions are \$145 per 60 minute session, unless otherwise negotiated between you and I prior. Please note that I may raise my rate \$5-10 per year at my discretion.

The fee for each session is due at the conclusion of the session unless you are paying in advance on a monthly basis. Cash, personal checks, credit cards, and Health Savings cards are acceptable forms of payment. Credit cards have a service fee. I will provide you with a detailed receipt monthly at your request that may also be used for insurance purposes or tax purposes, as applicable. Please note that there is a \$30 fee for any returned checks. If you pay by insurance and your insurance denies payment for any reason (e.g. deductible, inactive insurance), you will be responsible for the denied fees. If your account is severely overdue, I will use a collection agency to obtain payment if necessary.

Phone calls, texting or emails over 15 minutes are billed at my hourly rate. I require a credit card ahead of time for Telemental Health sessions.

Cancellation Policy

If you are unable to keep either a face-to-face appointment or a Telemental Health appointment, you must notify me and we will reschedule a make-up session (a session in addition to your regular weekly sessions) within the next week. If not, you will pay the full session fee for the missed session. Insurance companies do not pay for missed sessions. If you pay by insurance, you will have to pay in full for a missed session.

Interaction With The Legal System

You understand that you will not involve or engage this therapist in any legal issues or litigation in which you are a party to at any time either during your therapy or after therapy terminates. This would include any interaction with the Court system, attorneys, Guardians ad Litem, psychological evaluators, alcohol and drug evaluators, or any other contact with the legal system. In the event that you wish to have a copy of your file, and you execute a proper release, this therapist will provide you with a copy of your record. If you believe it necessary to subpoena this therapist, you would be responsible for my witness fees in the amount of \$1,500.00 for one-half (1/2) day to be paid five days in advance of any court appearance or deposition. Any additional time this therapist spends over one-half (1/2) day would be billed at the rate of \$375.00 per hour including travel time. You understand that if you subpoena this therapist, this therapist may elect not to speak with your attorney, and a subpoena may result in this therapist withdrawing as your therapist.

Agreement To Enter A Therapeutic Relationship

Please print, date, and sign your name below indicating that you have read and understand the contents of this form. Your signature also indicates that you agree to the policies and authorize me to begin treatment with you. This updated Consent form replaces any previously signed informed consent forms.

Please ask if you have any questions about this document.

Client Name (Please Print)

Date

Client Signature

The signature of the Therapist below indicates that she has discussed this form with you and answered any questions you have regarding this information.

Therapist's Signature

Date