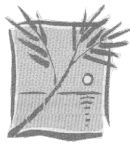


Healing Concepts, LLC

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INFORMATION, AUTHORIZATION, AND 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. I realize it is long, but sufficient information can help you make informed decisions and give consent for treatment.

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.

“Telehealth is a generic term for the remote delivery of health care through the use of electronic information and telecommunications technologies.” (Segen’s Medical Dictionary. “Telehealth”. 2012 Farlex, Inc. Web. Dec. 2016).

“Telehealth is the practice of health care delivery by a practitioner who is located at a site other than the site where a recipient is located for the purposes of evaluation, diagnosis, or treatment.” (59G-1.057, Florida Administrative Code. Agency for Health Care Administration. Medicaid. Telemedicine. June 2016).

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 and have become board certified in TeleMental Health services provision. 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 keep your phone number in my cell phone, but it is listed by your initials only and my phone is password protected. If this is a concern, please let me know, and we will discuss our options.

Please initial that you have read this page: _____

SOCIAL MEDIA POLICY:

Social media is not used in this practice. If you contact me via any social work or networking sites or online communities such as Facebook, Twitter, LinkedIn, Instagram, Pinterest etc., there will be no response. 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, LinkedIn, Instagram, Pinterest etc., because it may compromise your confidentiality and blur the boundaries of our relationship. Please do not attempt to contact me through 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. The best way to contact me is by telephone. Should this change in the future, I will inform you and a social media policy will be made available to you for your review and approval.

Search Engines: Search engines (Google, Bing, etc.) are not used to seek information about you. A rare exception would be during a crisis when I have reason to suspect that you may be in danger to yourself or others and I have exhausted other resources. Should this ever occur, I will document in your clinical record and discuss it with you at your next session. If you should use search engines to seek information about me, I recommend that you discuss any concerns that you may have about me at our very next session. 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.

E-mails: 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 to send you a unique link for our TeleMental Health session. 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."

Texting (SMS): 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. Texting can sometimes be used only for scheduling or cancelling an appointment and it must be from your personal SMS device only. Do not text content related to therapy sessions because such communication is not secure nor confidential. Nor should you use text for emergencies and crisis because I have limited business hours in which to check my text messages. Text messages received from you and sent to you become a part of your clinical record. Please do not text and drive.

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. I utilize Jituzu. This VC platform is encrypted to the federal standard, HIPAA compatible, and has signed a HIPAA Business Associate Agreement (BAA). The BAA means that Jituzu is willing to attest to HIPAA compliance 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 also ask that you please sign on to the platform 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.).

Please initial that you have read this page: _____

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. Additionally, information that has been faxed may also remain in the hard drive of my fax machine. However, my fax machine is kept behind two locks in my office. And, when my fax machine needs to be replaced, I will destroy the hard drive in a manner that makes future access to information on that device inaccessible.

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 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 My Clients Plus, 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.

Electronic Transfer of PHI for Billing Purposes: If I am credentialed with and a provider for your insurance, please know that I may utilize a billing service who has access to your PHI. Your PHI will be securely transferred electronically to Office Ally. 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, my billing company, or both.

Electronic Transfer of PHI for Certain Credit Card Transactions: I use Vantage Credit Card processing through Jituzu/My Clients Plus. The name on the charge statement will appear as VTG*Healing Concepts, LLC. I may also utilize Square for processing 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 for my services, 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 Healing Concepts, LLC.

Your Responsibilities for Confidentiality and 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.

Please initial that you have read this page: _____

Confidentiality: I regard the information you share with me with the greatest respect. I will maintain confidentiality and privacy of your therapy and my records as it is a privilege of yours and is protected by state and federal laws and professional ethics in all but a few situations. These situations include: (1) if I suspect you intend to harm yourself, another person or property; (2) when I suspect a child, elder or dependent adult has been or will be abused or neglected. (3) In rare circumstances, therapists can be ordered by a judge to release information (subpoena). In all other circumstances, I will maintain confidentiality unless you give me expressed written authorization to do otherwise. It is important to understand that once information leaves my office, you must be aware that submitting a mental health invoice for reimbursement carries a certain amount of risk to confidentiality, privacy or to future capacity to obtain health or life insurance or even a job. The risk stems from the fact that mental health information is likely to be entered into big insurance companies' computers and is likely to be reported to the National Medical Data Bank. Accessibility to companies' computers or to the National Medical Data Bank database is always in question as computers are inherently vulnerable to break-ins and unauthorized access. It has been reported that medical data have been legally accessed by enforcement and other agencies, which also puts you in a vulnerable position. I consult regularly with other professionals regarding clients I work with; however, a client's identity remains completely anonymous and I fully maintain confidentiality.

Communication and Response Time: I'm required to make sure that you're aware that I'm located in the Southeastern United States 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 do have voicemail for you to leave a confidential message. I will call you back as soon as I can, usually within 24 hours. When I am on vacation or for other reasons, I may have the opportunity to contact you, or else my back up therapist will contact you. However, I do not return calls 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 National Crisis Line at (800) 273-8255**
- **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, 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. Please write 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 only contact this individual in the extreme circumstances stated above. **Please list your ECP here:**

Name: _____ Phone: _____

- 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: _____

Please initial that you have read this page: _____

In Case of Technology Failure: 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 that you have a phone with you, and that I have that phone number. If we get disconnected from a video conferencing or chat session, the session can be reconnected by selecting the radio button on your screen under my image. If we are unable to reconnect within ten minutes, I will call you. 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 or internet service, and we are not able to reconnect, I will not charge you for that session.

Structure and Cost of Sessions: The structure and cost of TeleMental Health sessions are as follows:

- Cash fees are the same as face-to-face sessions. I agree to provide TeleMental Health therapy for the fee of \$120 per 50-55 minute session.
- TeleMental Health services that are covered and approved by your insurance are billed the same as face-to-face sessions. You are responsible for your co-pay and/or any additional part of the fees determined by your insurance plan until your deductible is met. (See Insurance section below)
- In the event that TeleMental Health services are not covered by your insurance, and we have already been working face-to-face in therapy but decide to use TeleMental Health services due to you or I traveling, your insurance will not be billed and a flat fee of \$75 for a 45 minute session will be charged, unless another fee arrangement is already in place (a fee based on your ability to pay- Sliding Scale Fee).

I require a credit card ahead of time for TeleMental Health therapy for ease of billing. Please complete, sign, and return the Credit Card Payment Form, which indicates that I may charge your card without you being physically present. I will provide you with this form for completion prior to scheduling any of our sessions. Your credit card will be charged at the conclusion of each TeleMental Health interaction. This includes any therapeutic interaction other than setting up appointments. 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 and services completed may also be used as a statement for insurance if applicable to you (see below). 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.

Insurance

Insurance companies have many rules and requirements specific to certain benefit plans. At the present time, many 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.

I am a member of several insurance networks as a psychotherapist, and so may be authorized as an in-network provider of psychotherapy services under your particular insurance plan. You should call your insurance company to: verify your coverage benefits, to inquire whether I am listed as a provider under your particular plan, including out of network benefits, and whether TeleMental Health services are a covered benefit under your plan prior to your first appointment. Ultimately, you are responsible to know your health care insurance coverage for all of your health care and are responsible for the charges for your treatment. Please be aware that once information (clinical or financial) is sent out of the clinic I am unable to guarantee confidentiality of your records. I cannot guarantee that your insurance company will pay for your care or continue to pay for your care after we have begun therapy, although I will do my part in securing reimbursement for your treatment. If you cannot use insurance (even with an out-of network portion) and your income is limited we can discuss a fee based on your ability to pay (Sliding Scale Fee).

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.

Please initial that you have read this page: _____
Healing Concepts, LLC/TeleMH Informed Consent 02-07-2020

Scope of Practice and Process of Therapy:

I am a Clinical Social Worker, licensed to practice psychotherapy in several states. I am also a Licensed Massage Therapist, and do not currently practice therapeutic massage. I have also earned a certificate as a Somatic Experiencing® Practitioner. I may use Somatic Experiencing® as part of your therapy. I studied social work and psychotherapy at Barry University in Miami Shores, Florida. I studied massage therapy at Lindsey Hopkins Technical Education Center in Miami, Florida. My work is influenced by several schools of psychotherapy and somatic practices (bodywork), all of which help people to understand their bodies, injuries, emotional lives, relationships, illnesses and personal dynamics as part of their healing process. My focus is on healing and wellness, and my areas of clinical expertise include pain, anxiety disorders, and stress related problems, depression, trauma issues, relationship problems and life transitions. I will often integrate somatic practices into psychotherapy. Which model and modalities/interventions I employ will depend on your situation and will be done with your informed consent. Modalities/Interventions can include, but are not limited to talk therapy, Cognitive Behavioral Therapy (CBT), and Somatic Experiencing®. All therapeutic work is strictly at a professional, not a personal level. You have the right to withdraw from therapy at any time. After our initial session I will inform you of my assessment of what I think I can be helpful with and what I may not be able to help with. This will include a treatment plan. If I feel I cannot help you I will tell you that and provide referrals for you when possible. While it is impossible to predict the exact outcomes of therapy, we will work together toward the goals that we establish. In addition to the work we do together in my office, I may suggest things for you to do between treatment sessions. In psychotherapy it is not uncommon for clients to feel levels of sadness, anxiety, fear, as well as joy, happiness and love. Your feedback is very important.

Limitations of TeleMental Health Therapy Services

TeleMental Health services should not be viewed as a complete substitute for therapy conducted in an office setting, unless there are extreme circumstances that prevent you from attending therapy in person. Also, TeleMental Health services may not be suitable if a person requires a higher level of care or support than what this therapy modality can provide. TeleMental Health sessions are an alternative form of therapy or adjunct therapy and involve limitations. We will discuss these aspects and limitations in our first consultation session. 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, and it is geographically possible, 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 as 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 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.

_____ Email

_____ Video Conferencing

_____ Recommendations to Websites or Apps

Please initial that you have read this page: _____

Healing Concepts, LLC/TeleMH Informed Consent 02-07-2020

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.

I abide by the Codes of Ethics of the National Association of Social Workers, the American Massage Therapy Association, the National Certification Board for Therapeutic Massage and Bodywork, the United States Association for Body Psychotherapy, and the European Association for Body Psychotherapy.

You can find the specifics of each Code of Ethics at: www.socialworkers.org, www.amtamassage.org, www.ncbtmb.org, www.usabp.org, www.eabp.org.

My intent is to help you. Please ask me any questions you may have as you move through your healing journey. Thank you for asking me to join you on that journey.

Respectfully,



Paul C. Briggs, LCSW, LICSW, LMT, SEP, BC-TMH

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. Please keep a copy for your records.

Please mail this completed form, along with any other requested completed forms, to Healing Concepts, LLC, P.O. Box 849257, Pembroke Pines, Florida 33084-1257. You may also securely fax this completed form to: 954-894-9848. Once fully and correctly completed forms are received, we will be able to schedule our first session.

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

Please initial that you have read this page: _____