Telemental Health Informed Consent, Responsibilities, Rights

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Electronic communication
I agree to send and receive electronic communications via email, text messages, phone/ voicemail, and video conferencing systems. I understand the risks of compromised confidentiality with electronic communications such as email, texting, social media sites, video conferencing, or other modes of electronic communication and I assume responsibility for maintaining my own personal confidentiality & assume all risk of breaches of confidentiality/ communication in such cases.

Email policy
Please use discretion in deciding whether to communicate with your therapist via email. My private practice cannot be held responsible for any information lost in transit or viewed by a third party. Email should only be used for brief, general questions (e.g., questions regarding billing or advance scheduling of appointments). Hence, therapeutic issues, emergencies, sensitive personal information, and cancellations should all be communicated to your therapist only over the encrypted email systems, telephone, or in person. Although confidentiality cannot be guaranteed when using unencrypted email communications, client confidentiality will extend to information obtained through email communication.

Telehealth
Your clinician will help you schedule your telehealth session. You will be required, prior to your session, to review and sign all informed consent documents and demonstrate proof of identity. The telehealth session will require that you ensure you have a secure WIFI or internet connection. You will also need to ensure, ahead of time, that you have a working webcam and audio on your device. You will be given an appointment date and time, as well as directions on how to connect remotely to your session. No recording, photography, or third parties are allowed as a part of this session. If for any reason you are not comfortable with participating in the session, you may be offered an in-person session at a later time or by referral to another clinician. By agreeing to participate in a telehealth session, you agree to expressly release my private practice from any liability associated with unintended cyber security issues and/or difficulties with unsecured communications.

Telehealth: Further Description of TeleHealth with Rights/Responsibilities/Informed Consent
Teletherapy services are a form of psychological therapy service which is provided via secure internet technology. Specifically, teletherapy involves a therapist and a client interfacing via their computers, tablets, or phones over the internet at a prearranged time. It has the same purpose or intention as face-to-face psychotherapy treatment sessions, though it is not a universal substitute for this type of service. The teletherapy services provided by my private practice are

governed by the laws of Colorado (USA). I am licensed to provide behavioral health services for clients physically located in the state of Colorado.

Client requirements
Clients who are at risk of harm to themselves or others are not suitable for teletherapy services. If you become suicidal or homicidal during treatment, please notify me immediately and we will discuss options that will be more suited for you in the way of referrals to such services.

Further Requirements
You will need a computer, phone, or tablet compatible with the video conferencing system, a webcam, and audio ability to connect to the platform. Using the video conferencing app will give the best experience, but you may be able to access the audio and video features needed using your web browser.

In addition, in order to avoid being overheard by anyone in your vicinity during teletherapy, it is important that you place yourself in a private room. It is your responsibility to create a confidential, comfortable, and safe environment on your end, while it is my responsibility to do the same on my end.

Service Provider
The teletherapy platform we will use meets privacy and confidentiality standards according to HIPAA requirements.

Risks and Rights of Telehealth Therapy Services
1. You have the right to withdraw from teletherapy services at any time. If you choose not to utilize teletherapy services it will not affect your right to further treatment in-person or to a referral to another clinician.

2. Teletherapy services may not be an appropriate treatment modality for every client and, at times, may even be counter-productive. I reserve the right as your mental health provider to determine if teletherapy sessions are not in your best interest. If this is determined, I will first offer you the option to switch to in-person sessions before offering you a referral to another clinician that can provide in-person therapy if/when deemed appropriate.

3. The same laws and policies, which are stated in the main disclosure form, in regards to regular psychotherapy, confidentiality, exceptions of confidentiality, etc., also apply to teletherapy services.

4. It is possible that a teletherapy session may be disrupted or distorted by unforeseen technical issues. If we are disconnected during a session due to a technological issue, please stay logged in or attempt to log back in so that we may reconnect and resume the session. If unable to reconnect for the session, I will call you via phone to troubleshoot or reschedule as necessary.

5. My cancellation and no-show policy remains the same for teletherapy services. Please provide me with as much notice as possible if rescheduling an appointment is necessary.

6. We agree that teletherapy is NOT designed for and will not be used as an emergency service.

7. Although all efforts are made to ensure high encryption and security in technology used, there is always a risk that transmission may be breached or accessed by unauthorized users. My private practices is not responsible or liable for such breaches. However, I will continue to

monitor and work to ensure all risks to such breaches are limited, while safety precautions are observed.

8. You are responsible for making payments for teletherapy services that you participate just as they would be due for in-person sessions.

9. You will assume all of the foregoing risks and accept personal responsibility for confidentiality issues regarding teletherapy services and recuse my private practice from any liability if confidentiality is breached when these communications occur.

Teletherapy informed consent
I hereby consent to engage in telemedicine as part of my psychotherapy.

I understand that “telemedicine” includes the practice of health care delivery, assessment, diagnosis, consultation, treatment, transfer of medical data, and psychoeducation using interactive audio, video, or data communications. I understand that, with my signed consent, telemedicine may also involve the communication of my mental health information, both orally and visually, to other health care practitioners licensed and practicing in the state of Colorado.

Technology: I understand that I will need to use a device compatible with the video conferencing platform. I also need to have a wifi/broadband internet connection or a device with a good cellular connection at the location deemed appropriate for services.

I also understand that in case of technology failure, I may contact my provider via phone to coordinate alternative methods of treatment.

Financial Obligations: Fees associated with telemedicine appointments are the same as in-person appointments. I agree to provide payments due through reasonable and common payment methods.

Clients using insurance: I am responsible for contacting my insurance company, if applicable, to determine what my out-of-pockets costs may be. I authorize insurance benefits to be paid to the mental health providers practice or billing company. I understand that my provider may release identifying information to my insurance provider required for processing my claims.

Self-Pay clients: I am aware of the fees associated with telemental health appointments and agree to pay the assigned fees as services are rendered. I understand that I am responsible for cancelled and no-show telemental health appointments as previously disclosed.

I understand that using the Telemental Health platform allows access to mental health services that might not otherwise be available to me due to my mental health, and/or my physical, resource, or geographic limitations.

Scheduling: I understand that scheduling may be conducted through an online portal and/or communication with my provider during normal clinic hours.

Telemental health appointments are considered outpatient services and not intended as a substitute for emergency or crisis services. Crisis or mental health emergencies should be directed to the local county crisis line or by dialing 911. I agree to calling the crisis line or 911, or going to my local/nearest emergency room if I am a danger to myself or others.

Video/Audio Recording: As a general practice sessions WILL NOT be recorded by either party without prior permission.

Confidentiality: The laws that protect the confidentiality of my medical information also apply to telemedicine. As such, I understand that the information disclosed by me during the course of my therapy is generally confidential. However, there are both mandatory and permissive exceptions to confidentiality including, but not limited to: reporting child, elder, and dependent adult abuse; expressed threats of violence towards an ascertainable victim; and where I make my mental or emotional state an issue in a legal proceeding. The teletherapy platform we will use is HIPAA compliant to protect privacy and confidentiality.

Telehealth and Treatment Rights/Responsibilities continued:

1. I have the right to withdraw my consent at any time.

2. I understand that there are risks and consequences associated with telemedicine including, but not limited to the possibility, despite reasonable efforts on the part of my mental health providers, that the transmission of my medical information could be disrupted or distorted by technical failures. In addition, I understand that telemental health-based services and care may not be as complete as face-to-face services. I also understand that if my mental health provider believes I would be better served by another form of psychotherapeutic services (e.g. face-to-face services) I will be offerred those services by the same provider before being offered a referral to another counselor/therapist who can provide such services in my geographic area.

3. I understand that I may benefit from telemental health but that results cannot be guaranteed or assured.

4. I understand that I have a right to access my mental health information and copies of medical records in accordance with Colorado state law. I have read and understand the information provided above. I have discussed it with my mental health provider, and all of my questions have been answered to my satisfaction.

My signature of this document indicates my informed and willful consent to treatment using a teletherapy platform.

_____

Date

_____

Client Name

Client Signature

Client's Legal Guardian / Parent name

Signature

Client's Legal Guardian / Parent name

Signature