

Informed Consent for Telemental Health Services

TELEMENTAL HEALTH SERVICES

Telemental health is the delivery of mental health care services to a client when the therapist and client are in different locations and are communicating or “meeting” virtually using computers or mobile devices.

RISKS AND BENEFITS OF TELEMENTAL HEALTH

The risks and benefits of using telehealth for therapy are different from in-person sessions. These differences are important to understand and plan for.

Risks

- Difficulty connecting, interruptions, outdated devices or software, technology disruptions, poor picture or sound quality, privacy issues, confidentiality issues, and security issues.
- Some therapeutic interventions may be less effective.
- The therapist’s ability to assess non-verbal cues may be limited.
- The therapist’s ability to respond quickly to emergencies is lower, causing a delay in summoning help.
- This modality is not suitable for a person with severe psychosis, cognitive impairments or active suicidality. These clients may require in-person treatment.

Benefits

- Generally, telehealth increases access to care; it is accessible for clients with mobility issues or those without transportation.
- It eliminates travel time and enables the client to receive therapy at home or in another comfortable location.
- It reduces or eliminates weather as a factor or impediment to a session.
- As long as the client can connect, the therapist will be available at the appointed time.

ALTERNATIVE OPTIONS FOR TELEHEALTH PSYCHOTHERAPY

When Paula Helsby or the client feels that telemental health treatment is not right, in-person therapy may be requested. Paula Helsby will provide the names and contact information of a few alternate providers.

CONFIDENTIALITY AND PRIVACY

Confidentiality and Privacy are the cornerstones of trust in psychotherapy services regardless of the medium used. In addition to matters described in the *Notice of Privacy Practices for Protected Health Information (HIPPA)*, the client acknowledges the following:

- I understand that Paula Helsby uses a secure and encrypted platform. I agree to download that platform to my device.
- I agree to be alone, in a quiet, private, fixed location within the same state as the Paula Helsby is licensed, free from distractions, interruptions, or the possibility of being overheard, and, whenever possible, to use a secure internet connection.
- I acknowledge that if I choose to use a public computer, a public Wi-Fi or a work computer that could be accessed by my employer for our sessions that Paula Helsby cannot guarantee complete security related to this platform.
- I acknowledge that a security breach is possible, and that Paula Helsby cannot guarantee complete security related to this platform. I will not hold Paula Helsby responsible for any security breach.
- I understand that there will be no recording of my telemental health sessions by Paula Helsby nor by me. In the event that either I or Paula Helsby wish to record a session or part thereof, this will be discussed ahead of time and both of us must agree in writing to this recording beforehand.

LIMITATIONS OF CONFIDENTIALITY

The same privacy laws that protect the confidentiality of my protected health information for in-person sessions apply to telemental health as outlined in the *Notice of Privacy Practices for Protected Health Information (HIPPA)*. The exceptions include the following:

- Danger to self or others
- Mandatory reporting of child, elder, or vulnerable adult abuse
- Debt collection
- If records are subpoenaed by a court of law

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EMERGENCY PROTOCOLS

Because we are not meeting in person, emergency measures are necessary in addition to the ones explained in the *Informed Consent for Services and Practice Policies*.

- I agree to provide my location at the beginning of each session in case Paula Helsby needs to contact emergency services.
- I understand that it may be necessary to contact my emergency contact person and/or the local crisis resources, and/or send a first responder to my location, in the case of a life-threatening emergency to myself or someone else. I give Paula Helsby permission to do so.
- I agree to provide my emergency contact person information on the Emergency Contact and Acknowledgement Page of this document.
- I understand that before engaging in telemental health sessions, we may develop an emergency response plan, if needed, to address potential crisis situations.
- I understand that in the event of a crisis during a telemental health session, the instructions given by Paula Helsby are meant to keep me safe. I agree to follow Paula Helsby instructions.
- I understand that if I am having suicidal or homicidal thoughts, actively experiencing psychotic symptoms, or experiencing a mental health crisis that cannot be resolved remotely, telemental health services may not be appropriate and a higher level of care is required.
- I understand that if **Paula Helsby** reasonably believes that I will harm another person, **Paula Helsby** has a duty to warn that individual and potentially contact the police for emergency detention.

TECHNICAL REQUIREMENTS

Access to Telemental health Platform:

- I understand that the secure and encrypted telemental health platform used by Paula Helsby is Doxy.Me.
- I understand that I will receive a private link dedicated to my scheduled telemental health sessions. I agree to bookmark or store this link where I can easily find it.
- I understand that I use this link to access a private waiting room and Paula Helsby will admit me at the start of the session.
- I understand that I am responsible for any costs associated with using telemental health.
- I understand that I am responsible for ensuring that I have internet access, and my devices are in working order. A failure in my ability to connect could result in a missed appointment for which I may be held financially responsible if it is not possible to reschedule.
- I understand we might encounter technical difficulties resulting in service interruptions. If this occurs, Paula Helsby will end and restart the session. If we are unable to reconnect within three minutes, please call Paula Helsby at 503-330-7563 to discuss how to handle this situation.
- I understand Paula Helsby is licensed only in **Oregon** and that I must be physically located in **Oregon** for the duration of any individual session.

- I understand that I must not be driving or walking during the session.

CONSENT FOR TREATMENT

- I understand that this informed consent for Telemental Health services may be reviewed and updated as needed, and that I will be informed of any changes.
- I understand that I have the right to withdraw my informed consent, in writing, at any time. I understand that the withdrawal of my consent for Telemental Health services may end my treatment if in-person services are not available.

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Emergency Contact and Acknowledgement Page

My emergency contact person's information:

Emergency contact person's name: _____

Emergency contact person's address: _____

Emergency contact person's email: _____

Emergency contact person's phone: _____

By signing below, I acknowledge that I have read, been given the opportunity to ask questions about, and fully understand and agree to the stated policies for telemental health services, and that I have been offered a printed copy of this agreement.

If both parents are involved in the child's or adolescent's life, it is best that both parents sign this consent

Client's Legal Name: _____ **DOB:** _____

Client's Legal Signature: _____ **Date:** _____

Print Partner Legal Name: _____

Partner Legal Signature: _____ **Date:** _____

Parent's or Guardian's Legal Name: _____

Parent's or Guardian's Legal Signature: _____ **Date:** _____

Relationship to Client: _____

Parent Legal Name: _____

Parent Legal Signature: _____ **Date:** _____

Therapist Name, Licensure: _____

Therapist Signature, Licensure: _____ **Date:** _____