

## **Informed Consent for Telemental Health Services**

The following information and consent is to be used in conjunction with the Informed Consent packet required of all clients prior to the start of therapeutic services. This document covers your rights, risks and benefits associated with receiving counseling services electronically, my policies, and client or guardian authorization. Please read carefully and feel free to ask any questions.

*Telemental health is the delivery of behavioral health services through interactive technologies (electronic communications such as text, email, video, and audio) between a mental health provider and a client who are not in the same physical location.*

### Safeguards

For telemental health, safeguards are put into place to help ensure the privacy and security of health information. Medical records and communication with your behavioral health practitioner will be stored in compliance with HIPAA regulations via secure file cabinets and/or electronically. Current ethics and laws for privacy and confidentiality are applicable to telemental health. Any additional exceptions to confidentiality have been described in the Informed Consent.

### Risks and Benefits

There are various risks and benefits when using technology for behavioral health services. Risks include, but are not limited to, breaches in confidentiality, technical difficulties that lead to the distortion or disruption of services, security issues, and nonverbal cues being less readily available to client and therapist. An individualized plan will be created between therapist and client in the case that technical issues may arise. If technical difficulties are able to be resolved quickly, then the session will resume as scheduled. In the case that technical difficulties cannot resume in a timely manner, the session will be rescheduled at a later time as agreed upon by client and therapist.

In addition to the risks that may occur through the use of technology services for behavioral health there are also several benefits. Benefits include, but are not limited to, greater convenience in being able to connect from a place of the clients choosing. Online therapy can also save time and money due to a reduction in travel time to and from a physical office. Also, there are less limitations by geographical locations. Telemental

health by Harmony Grace Counseling PLLC, can only occur with current residents of Texas.

The therapist will determine, on an on-going basis, whether the conditioned being treated or assessed via telemental health is appropriate for technology-assisted services. Telemental health may not be the most effective treatment for particular individuals or presenting problems. Appropriate referrals will be made for the most appropriate services, such as in-person counseling, or to other providers. Clients have the right to refuse such recommendations which may also result in referrals to other providers.

### Emergencies

In the Informed Consent there is a place to list the name and contact information for an additional person in case of an emergency. This person will be contacted in case of an emergency or mental crisis event along with the local emergency services in accordance with the clients locations. If at any point outside of session and you are in a state of crisis or emergency, I recommend you contact a crisis line such as 1-800-SUICIDE or 1-800273-TALK (For the Deaf: 1-800-799-4TTY) or call 9-1-1

### Privacy

Although the internet provides the appearance of anonymity and privacy in counseling, privacy is more of an issue online than in person. The client is responsible for maintaining privacy on their end in regards to communication. The client agrees that they are not using the computer or network belonging to their employer, for telemental health, as of which confidentiality cannot be guaranteed. Please secure a private location for sessions to where you will not be heard by others and password protect any technology you will be working with your therapist on. Insurance companies, individuals with written permission of the client, and others permitted by law may also have access to records or communications.

### Communications between sessions

Contact between sessions will be made by phone for the purpose of scheduling sessions and for billing purposes. Video technology will only be used for therapy sessions. The therapist will respond to client communications within 48 hours.

### Recordings

There will be **NO** recordings of any communication between client and therapist (through phone, email, text, or video) unless all parties involved are in agreement and permission is granted in writing. Clients must seek the written permission of the therapist before posting any portion of said sessions on internet websites such as Facebook or YouTube.

### Client Expectations

- Have an operational web camera
- Utilization of proper lighting to ensure a clear image of the client's face
- Secure a private location where you cannot be heard by others
- Only agreed upon participants will be present during session. The presence of unapproved individuals, by both parties, will be cause for the termination of the session.
- Valid ID must be presented by the client or the guardian (in the case of a minor) during the initial consultation. Additionally, a copy must be provided by the client or guardian, for the medical file.
- A codeword designated by the client will be used at the beginning of each session, to verify the client's identity. In the case that the client does not remember the codeword, the session will be terminated. This codeword is for the personal use of the client, to verify their identity during session, and to aide in confidentiality. This codeword will be decided upon in the first session. If at any point the client needs to change the codeword he/she will notify the counselor, in writing, before any further telemental health sessions can continue.
- Client must disclose the physical address of their location at the beginning of each session. Unknown locations will be cause for termination of the session.
- Client shall provide a phone number to where they can be reached in the event of service disruption.

### Payment

Costs for telemental health sessions are the same as in-person sessions as outlined in the Informed Consent, to also include the billing of insurance. Copays are due at, or prior to, the time of service and method of payment is to be arranged with the therapist before the beginning of telemental health services.

### Consent to Treatment

I, voluntarily agree to receive telemental health services and authorize Daniel E. Helvetius Jr., LPC, to provide such services as are considered necessary and advisable. I understand that I may withdraw consent for such services that I receive from Daniel E.

Helvetius Jr. at any time. By signing this Informed Consent, I the undersigned client, or guardian for a minor client, acknowledge that I have both read and understood all the terms and information contained herein. I have been provided ample opportunity to ask questions and seek clarification of anything I may not have understood.

_____		_____
Name of Client or Legal Representative		Relationship to client
_____		_____
Signature of Client or Legal Representative		Date
_____		_____
Daniel E. Helvetius Jr., LPC		Date