

Tele-Mental Health Informed Consent

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Overview

- You will need to access to the certain technological services and tools to engage in tele-mental health-based services with your provider.
- Tele-mental health has both benefits and risks, which you and your provider will be monitoring as you proceed with your work.
- It is possible that receiving services by tele-mental health will turn out to be inappropriate for you, and that you and your provider may have to cease work by tele-mental health.
- You can stop work by tele-mental health at any time without prejudice.
- You will need to participate in creating an appropriate space for your tele-mental health sessions.
- Your provider follows security best practices and legal standards in order to protect your health care information, but you will also need to participate in maintaining your own security and privacy.

What is Tele-mental Health or Distance Counseling?

1. "Tele-mental health" is a "provision of mental health services with the provider and recipient of services being in separate locations, and the services being delivered over electronic media."
2. Services delivered via tele-mental health rely on a number of electronic, often Internet-based, technology tools. These tools can include videoconferencing software, email, text messaging, virtual environments, specialized mobile health (mHealth) apps, and others.
3. Your provider typically provides tele-mental health services using the following tools:
4. Freedom's Hope Counseling, LLC, (FHC) uses **Microsoft 365** and **One Drive** for secure email, calendar and data storage. **Microsoft Teams** is the source for HIPAA compliant teleconferencing; FHC has a secure Website connection to **(TBD)** for intake fillable forms; and **Qliqsoft** for secure texting and messaging. All services provide secure encryption, firewalls and backup systems.
5. You will need to access to Internet service and technological tools needed to use the above-listed tools in order to engage in tele-mental health work with your provider.
6. If you have any questions or concerns about the above tools, please address them directly to your internet provider so you can discuss their risks, benefits, and specific application to your treatment.

Insurance

Please review with your insurance provider if they cover tele-mental health, if applicable.

Benefits & Risks of Tele-Mental Health

Benefits:

- Receive services at times or in places where the service may not otherwise be available.
- Receive services in a fashion that may be more convenient and less prone to delays than in-person meetings.
- Receive services when you are unable to travel to the service provider's office.
- The unique characteristics of tele-mental health media may also help some people make improved progress on health goals that may not have been otherwise achievable without tele-mental health.

Risks:

1. Tele-mental health services can be impacted by technical failures, may introduce risks to your privacy, and may reduce your service provider's ability to directly intervene in crises or emergencies. Here is a non-exhaustive list of examples:
 - Internet connections and cloud services could cease working or become too unstable to use.
 - Cloud-based service personnel, IT assistants, and malicious actors ("hackers") may have the ability to access your private information that is transmitted or stored in the process of tele-mental health-based service delivery.
 - Computer or smartphone hardware can have sudden failures or run out of power, or local power services can go out.
2. Interruptions may disrupt services at important moments, and your provider may be unable to reach you quickly or using the most effective tools. Your provider may also be unable to help you in-person.
3. There may be additional benefits and risks to tele-mental health services that arise from the lack of in-person contact or presence, the distance between you and your provider at the time of service, and the technological tools used to deliver services. Your provider will assess these potential benefits and risks, sometimes in collaboration with you, as your relationship progresses.

Assessing Tele-Mental Health's Fit for You

Although it is well validated by research, service delivery via tele-mental health is not a good fit for every person. Your provider will continuously assess if working via tele-mental health is appropriate for your case. If it is not appropriate, your provider will make every effort to help you find in-person providers with whom to continue services.

Please talk to your clinician if you find the tele-mental health media so difficult to use that it distracts from the services being provided, if the medium causes trouble focusing on your services, or if there are any other reasons why the tele-mental health medium seems to be causing problems in receiving services. Raising your questions or concerns will not, by itself, result in termination of services. Bringing your concerns to your provider is often a part of the process.

You also have a right to stop receiving services by tele-mental health at any time without prejudice. If your provider also provides services in-person and you are reasonably able to access the provider's in-person services, you will not be prevented from accessing those services if you choose to stop using tele-mental health.

Your Tele-Mental Health Environment

You will be responsible for creating a safe and confidential space during sessions. You should use a space that is free of other people. It should also be difficult or impossible for people outside the space to see or hear your interactions with your provider during the session. If you are unsure of how to do this, please ask your provider for assistance.

Our Communication Plan

At our first session, we will develop a plan for backup communications in case of technology failures and a plan for responding to emergencies and mental health crises. In addition to those plans, your provider has the following policies regarding communications:

The best way to contact your provider *between* sessions is:

- Confidential phone # of **970-829-1968** or
- Emailing: Connie@FreedomsHopeCounseling.com

Our work is done primarily during our appointed session, which will generally occur between 8 am -7 pm, Monday – Friday, Mountain Standard Time. Contact between sessions should be limited to:

- Confirming or changing appointment times
- Billing questions or issues
- Session cancellations
- Homework questions

Please note that all textual messages you exchange with your therapist (e.g. emails and text messages) will become a part of your health record.

Your counselor may coordinate care with one or more of your other providers. Your provider will use reasonable care to ensure that those communications are secure and that they safeguard your privacy.

Your provider will respond to your messages **within 24 business hours**. Please note that your provider may not respond at all on weekends or holidays. Your provider may also respond sooner than stated in this policy. That does not mean they will always respond that quickly.

Our Safety and Emergency Plan

- As a recipient of tele-mental health-based services, you will need to participate in ensuring your safety during mental health crises, medical emergencies, and sessions that you have with your provider.
- Your provider will require you to designate an emergency contact. You will need to provide permission for your provider to communicate with this person about your care during emergencies.
- Your provider will also develop with you a plan for what to do during mental health crises and emergencies and a plan for how to keep your space safe during sessions. It is important that you engage with your provider in the creation of these plans and that you follow them when you need to.

Your Security & Privacy

Noted above, your provider employs software and hardware tools that adhere to security best practices and applicable legal standards for the purposes of protecting your privacy and ensuring that records of your health care services are not lost or damaged.

As with all things in tele-mental health, however, you also have a role to play in maintaining your security. Please use reasonable security protocols to protect the privacy of your own health care information. For example: When communicating with your counselor, use devices and service accounts that are protected by unique passwords that only you know. Also, use the secure tools that your provider has supplied for communications.

Recordings

Please do not record video or audio sessions without your provider's consent. Making recordings can quickly and easily compromise your privacy and should be done so with great care. Your provider will not record video or audio sessions.

Social Media Policy

The American Counselor Association Code of Ethics prohibits social media connections of any type; therefore, employees of FHC will not accept friend, follow or contact requests via Facebook, LinkedIn, Twitter, or other social media formats. Please understand that there is no ill will in FHC's social media policy.

Indemnification/Hold Harmless

By signing this Disclosure Statement, I agree to indemnify, defend, and hold Connie Mitchell and all of her descendants harmless (not liable) from and against any and all claims, actions, suits, demands, assessments, or judgments asserted, and any and all losses, liabilities, damages, costs, and expenses (including, without limitation, attorneys fees, accounting fees, and investigation costs to the extent permitted by law) alleged or incurred arising out of or relating to any operations, acts, or omissions of the indemnifying party or any of its employees, agents, and invitees in the exercise of the indemnifying party's rights or the performance or observance of the indemnifying party's obligations under this agreement. Prompt notice must be given of any claim, and the party who is providing the indemnification will have control of any defense or settlement.

INFORMED CONSENT

I have read the preceding information, it has also been provided to me verbally, and I understand my rights as a client. I also acknowledge that I have received a copy of this *Client Rights Disclosure Statement* and have received and reviewed a copy of the *HIPAA Notice of Privacy Practices*.

Client Signature/Legal Representative

Date

Connie Mitchell, LPC, TMHC, NCC

Date