



Information, Authorization and Consent to TeleMental Health

THANK YOU FOR CHOOSING KELLY BEHAVIORAL HEALTH FOR YOUR TELEMENTAL HEALTH SERVICES. 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.

Introduction to TeleMental Health

As a client receiving behavioral services through telemental health technologies, I understand:

- Telemental health is the delivery of behavioral health services using interactive technologies (use of audio, video or other electronic communications) between a practitioner and a client who are not in the same physical location.
- The interactive technologies used in telemental health incorporate network and software security protocols to protect the confidentiality of client information transmitted via any electronic channel. These protocols include measures to safeguard the data and to aid in protecting against intentional or unintentional corruption.

Software Security Protocols

- Electronic systems used will incorporate network and software security protocols to protect the privacy and security of health information and imaging data, and will include measures to safeguard the data to ensure its integrity against intentional or unintentional corruption.

Benefits and Limitations

- This service is provided by technology (including but not limited to video, phone, text, apps and email) and may not involve direct face to face communication. There are benefits and limitations to this service.

Technology Requirements

- I will need access to, and familiarity with, the appropriate technology in order to participate in the service provided.
- Kelly Behavioral Health uses a HIPAA compliant service called Theraplatform.

Exchange of Information

- The exchange of information will not be direct and any paperwork exchanged will likely be provided through electronic means or through postal delivery.
- During my telemental health consultation, details of my medical history and personal health information may be discussed with myself or other behavioral health care professionals through the use of interactive video, audio or other telecommunications technology.

Local Practitioners

- If a need for direct, in-person services arises, it is my responsibility to contact practitioners in my area such as a psychiatrist, community mental health provider, or emergency services, or to contact my behavioral practitioner's office for an in-person appointment or my primary care physician if my behavioral practitioner is unavailable. I understand that an opening may not be immediately available in either office.

Self-Termination

- I may decline any telemental health services at any time without jeopardizing my access to future care, services and benefits.

Risks of Technology

- These services rely on technology, which allows for great convenience in service delivery. There are risks in transmitting information over technology that include, by are not limited to, breaches of confidentiality, theft of personal information, and disruption of service due to technical difficulties.

Modification Plan

- My practitioner and I will regularly reassess the appropriateness of continuing to deliver services to me through the use of the technologies we have agreed upon today, and modify our plan as needed.

Emergency Protocol

- In emergencies, in the event of disruption of service, or for routine or administrative reasons, it may be necessary to communicate by other means
 - In emergency situations, use 9-1-1.

Disruption of Service

- Should service be disrupted, my provider will text me and use a code we have established to ensure identity.
- For other communication, use phone number (630) 423-6059 or email Leslie@KellyBH.com.

Practitioner Communication

- My practitioner may utilize alternative means of communication in the following circumstances: If our video session disconnects or to modify an appointment time.
- Kelly Behavioral Health is located in the Central Time zone. The practice is an outpatient facility set up to accommodate individuals who are reasonably safe and resourceful. My practitioner does not carry a pager and is not available at all times. If this does not feel like sufficient support, I can inform my provider and we can discuss additional resources or transfer my services to a therapist or clinic with 24-hour availability. My provider agrees to respond to communications and routine messages within 24 hours, except for Sundays and holidays.

Client Communication

- It is my responsibility to maintain privacy on the client end of communication. Insurance companies, those authorized by me, and those permitted by law may also have access to records or communications.

Electronic Presence

- In brief, I understand that my practitioner will not be physically in my presence. Instead, we will see and hear each other electronically, or that other information such as information I enter into an “app” will be transmitted electronically to and from myself and my practitioner.

Limitations

- Regardless of the sophistication of today’s technology, some information my practitioner would ordinarily get in in-person consultation may not be available in telemental health consultation. I understand that such missing information could in some situations make it more difficult for my practitioner to understand my problems and help me get better. My practitioner will be unable to physically touch me or render any emergency assistance if I experience a crisis.

Risks

- I understand that telemental health is a relatively new delivery method for professional services, in an area not yet fully validated by research, and may have potential risks, possibly including some that are not yet recognized.
- Among the risks that are recognized is the possibility that the technology will fail before or during the consultation, that the transmitted information in any form will be unclear or inadequate for proper use in the consultation, and that the information will be intercepted by an unauthorized person or persons.
- In rare instances, security protocols could fail, causing a breach of privacy of personal health information.

Release of Information

- I authorize the release of any information pertaining to me determined by my practitioner, my other health care practitioners or by my insurance carrier to be relevant to the consultation(s) or processing insurance claims, including but not limited to my name, social security number, birth date, diagnosis, treatment plan and other clinical or medical record information.

Discontinuing Care

- I understand that at any time, the consultation(s) can be discontinued either by me or by my designee or by my practitioner.
- I further understand that I do not have to answer any question that I feel is inappropriate or whose answer I don’t wish persons present to hear; that any refusal to participate in the consultation(s) or use of technology will not affect my continued treatment and that no action will be taken against me.

- I acknowledge, however, that diagnosis depends on information, and treatment depends on diagnosis, so if I withhold information, I assume the risk that a diagnosis might not be made or might be made incorrectly.
- Were that to happen, my telemental health treatment might be less successful than it otherwise would be, or it could fail entirely.

Limits of Confidentiality

- I also understand that, under the law, and regardless of what form of communication I use in working with my practitioner, my practitioner may be required to report to the authorities information suggesting that I have engaged in behaviors that endanger others.

Alternatives

- The alternatives to the consultation(s) have been explained to me, including their risks and benefits, as well as the risks and benefits of going without treatment. I understand that I can still pursue in-person treatment. I understand that telemental health consultation does not necessarily eliminate my need to see a specialist in person, and I have received no guarantee as to telemental health consultation effectiveness.

Records

- I understand that notes about my telemental health consultation(s) may be recorded and stored electronically as part of my medical records. I understand that consultations, test results, and disclosures will be held in confidence subject to state and/or federal law.
- I understand that I am ordinarily guaranteed access to my records and that copies of records of consultation(s) are available to me on my written request.
- I also understand, however, that if my practitioner, in the exercise of professional judgment, concludes that providing my records of me could threaten the safety of a human being, myself or another person, he or she may rightfully decline to provide them. If such a request is made and honored, I understand that I retain sole responsibility for the confidentiality of the records released to me and that I may have to pay a reasonable fee to get a copy.
- Additionally, I understand that my records may be used for telemental health program evaluation, education, supervision and research, and that I will not be personally identified if such a use occurs.
- I hereby authorize these disclosures to take place without prior written consent.

Compensation

- I understand that I am not entitled to royalties or to other forms of compensation for participation in any telemental health consultation or other information exchange.

Contact

- I have received a copy of my practitioner's contact information, including his or her name, telephone number, voice mail number, business address, mailing address and e-mail address (if applicable).

- I have also been provided with a list of local support services in case of an emergency. I am aware that my practitioner may contact the proper authorities and/or my designated local contact person in case of an emergency.

Equipment

- I represent that I am using my own equipment to communicate and not equipment owned by another, and specifically not using my employer's computer or network. I am aware that any information I enter into an employer's computer can be considered by the courts to belong to my employer and my privacy may thus be compromised.

Identification

- I understand that I will be informed of the identities of any party present during my session, or who have access to my personal health information and of the purpose for such individuals to have such access. I understand that I may be asked to identify myself with my driver's license at my first session.

Telemental Health Process

- My health care practitioner has explained how telemental health consultation is performed and how it will be used for my treatment. My behavioral practitioner has also explained how the consultations will differ from in-person services, including but not limited to emotional reactions that may be generated by the technology.

Structure and Cost of Sessions

- If video conferencing is appropriate for me, I agree to provide a credit card on the secure video conferencing platform. My card will be charged \$75 when I schedule a session, and \$75 after I attend the scheduled 50-minute session. If I do not attend the session, the \$75 scheduling fee is not refunded.

Laws & Standards

- The laws and professional standards that apply to in-person behavioral services also apply to telemental health services. This document does not replace other agreements, contracts, or documentation of informed consent.

Summary

In summary, technology is constantly changing and there are implications to the above that we may not realize at the 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 understand and acknowledge that my consulting practitioner may request a well-being examination be performed by individuals at my location under certain emergency circumstances.
- I acknowledge, however, that if I am facing or if I think I may be facing an emergency situation that could result in harm to me or to another person; I am not to seek a telemental health consultation. Instead, I agree to seek care immediately through my own local health care practitioner or at the nearest hospital emergency department or by calling 9-1-1.
- These are the names and telephone number of my local emergency contacts (including local physician; crisis hotline; trusted family, friend or adviser).

Release of Liability

- I unconditionally release and discharge Kelly Behavioral Health, Inc., its affiliates, agents, employees, consultants; and Leslie Pruyn and her designees from any liability in connection with my participation in remote telemental health consultation(s).
- I agree that should there be legal proceedings, neither I nor anyone else acting on my behalf will call on the clinician to testify in court or at any other proceeding. If the clinician's appearance at court is required by law and I signed a release allowing this, the clinician charges \$1500/day, paid 30 days prior to the expected court date.

Final Agreement

- I have read this document carefully and fully understand the benefits and risks. I have had the opportunity to ask any questions I have and have received satisfactory answers.
- With this knowledge, I voluntarily consent to participate in the telemental health consultation(s), including but not limited to any care, treatment, and services deemed necessary and advisable, under the terms described herein.

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