

Consent to Treatment | Telemental Health



Kimberly Keiser
and Associates

I acknowledge that I have received information about the therapy I am considering. I have had all my questions answered fully. I do hereby seek and consent to take part in the treatment by the therapist named below. I understand that developing a treatment plan with this therapist and regularly reviewing our work toward meeting the treatment goals are in my best interest. I agree to play an active role in this process.

I understand that no promises have been made to me as to the results of treatment or of any procedures provided by this therapist.

I am aware that I may stop my treatment with this therapist at any time. The only thing I will still be responsible for is paying for the services I have already received. I understand that I may lose other services or may have to deal with other problems if I stop treatment. (For example, if my treatment has been court-ordered, I will have to answer to the court.)

Cancellation time is 24 hours notice on the previous business day before our scheduled session. If I do not cancel and do not show up, I will be charged for that appointment.

I am aware that an agent of my insurance company or other third-party payer may be given information about the type(s), cost(s), date(s), and providers of any services or treatments I receive. I understand that if payment for the services I receive here is not made, the therapist may stop my treatment.

Confidentiality: In general, the law protects the confidentiality of all communications between a client and a therapist, and I can release information to others about your therapy only with your written permission (in the form of a "Release of Information" document). However, a number of exceptions exist where information is disclosed without written permission, including the following:

- Client is a danger to self/others
- Client requests a release of information
- Court orders a release of information
- Clerical assistants request client information for processing purposes
- Legal and clinical consultation situations require the information
- Client initiates a malpractice lawsuit
- Client is under 18 years of age and parents have rights to therapeutic information
- A child is abused or neglected
- An elderly person is abused or neglected
- An adult with a disability is abused or neglected
- An insurance company or managed care company requests a diagnosis or relevant clinical information

Kimberly Keiser is the owner of Kimberly Keiser & Associates (KKA). As such, Kimberly also serves as the clinical supervisor for the therapists employed by KKA.

My signature below shows that I understand and agree with all of these statements.

SIGNATURE OF CLIENT (OR PERSON ACTING FOR CLIENT)

DATE

PRINTED NAME

RELATIONSHIP TO CLIENT (IF NECESSARY)

I, the therapist, have discussed the issues above with the client (and/or his or her parent, guardian, or other representative). My observations of this person's behavior and responses give me no reason to believe that this person is not fully competent to give informed and willing consent.

SIGNATURE OF THERAPIST

DATE

Copy accepted by client Copy kept by therapist

This is a strictly confidential patient medical record. Redisclosure or transfer is expressly prohibited by law.



Overview

- You will need access to the certain technological services and tools to engage in telemental health-based services with your provider.
- Telemental 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 telemental health will turn out to be inappropriate for you, and that you and your provider may have to cease work by telemental health.
- You can stop work by telemental health at any time without prejudice.
- You will need to participate in creating an appropriate space for your telemental health sessions.
- You will need to participate in making a plan for managing technology failures, mental health crises, and medical emergencies.
- 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 Telemental Health?

“Telemental health” means, in short, the provision of mental health services with the provider and recipient of services being in separate locations, and the services being delivered over electronic media.

Services delivered via telemental 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.

Your provider typically provides telemental health services using the following tool: **Clock Tree**

- You will need access to Internet service and technological tools needed to use the above-listed tools in order to engage in telemental health work with your provider.
- If you have any questions or concerns about the above tools, please address them directly to your provider so you can discuss their risks, benefits, and specific application to your treatment.

Benefits and Risks of Telemental Health

Receiving services via telemental health allows you to:

- 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 telemental health media may also help some people make improved progress on health goals that may not have been otherwise achievable without telemental health.

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Receiving services via telemental health has the following risks:

Telemental 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 telemental health-based service delivery.
- Computer or smartphone hardware can have sudden failures or run out of power, or local power services can go out.

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.

There may be additional benefits and risks to telemental 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 Telemental Health's Fit For You

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

Please talk to your provider if you find the telemental 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 telemental 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 telemental 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 telemental health.

Your Telemental 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 by their direct phone number or email or by calling the clinic's main line at 605-274-0095.
- 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.

Please note that all email messages you exchange with your provider will become a part of your health record.

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Our Safety and Emergency Plan

As a recipient of telemental 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 and Privacy

Except where otherwise noted, 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 telemental 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 provider, 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.

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