

# Willow Sage Services

## Behavioral Health Clinic



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### Informed Consent for Telemental Health Services

Client Name: \_\_\_\_\_ Date: \_\_\_\_\_

Email address: \_\_\_\_\_ Phone: \_\_\_\_\_

Emergency contact (See below): \_\_\_\_\_ Phone: \_\_\_\_\_ I

understand and agree to the following with respect to telemental health services (TMH):

- Telemental health services are defined by Idaho law as those provided by a provider to a person through the use of electronic communications, information technology, asynchronous store and forward transfer or synchronous interaction between a provider at a distant site and a patient at an originating site. Such services include, but are not limited to, clinical care, health education, home health and facilitation of self-managed care and caregiver support (Idaho Code 54-5701).
- My provider uses a secure, HIPAA and HITECH compliant video telehealth platform known as Regroup Telehealth, Inc. (<https://www.regrouptelehealth.com/>). I will need internet access, using a computer, tablet or smart phone (larger screens are generally better). If none of these is available to me, or if technical problems interfere with video communication, telemental health services may be conducted by telephone. I have discussed the risks, benefits, and specific application to my treatment of each of these technologies with my provider..
- As an employee of Willow Sage Services, my provider is subject to the Code of Ethics of the National Association of Social Workers. Sexual intimacy is never appropriate between a client and provider and should be reported. Complaints may be addressed to Willow Sage management at (208) 206-5276.
- Privacy and confidentiality are shared responsibilities of the provider and the client. It is my responsibility to maintain privacy on the client end of communication. I agree to use reasonable security protocols to protect the privacy of my own health care information. For example: when communicating with my provider, I will use devices and service accounts that are protected by unique passwords that only I know. Also, I agree to use the secure tools that my provider has supplied for communications.
- I agree not to record video or audio sessions without my provider's consent. Making recordings can quickly and easily compromise my privacy and should be done only with great care. My provider will not record video or audio sessions.
- As the client, I am responsible for creating a safe and confidential space during sessions. I will 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 my interactions with my provider during the session. If I am unsure of how to do this, I will ask my provider for assistance
- The laws that protect the confidentiality of my medical information also apply to telemental health services. As such, the information disclosed by me in the course of mental health services is generally confidential. However, there are both mandatory and permissive exceptions to confidentiality, including, but not limited to reporting child, elder, and dependent adult abuse; expressed threats of violence towards self or an identifiable victim; and defending claims brought by the client against the provider.
- There are risks and consequences from telemental health services, including, but not limited to, the possibility,

despite reasonable efforts on the part of my provider, that the transmission of my medical information could be disrupted or distorted by technical failures; the transmission of my medical information could be interrupted by unauthorized persons; and/or the electronic storage of my medical information could be accessed by unauthorized persons. These risks are offset by my provider's use of a HIPAA/HITECH compliant service which is encrypted for video telemental health communications, and HIPAA/HITECH compliant Electronic Health Records systems. Further, the contents of my provider's computer are encrypted.

- In addition, I understand that telemental health services and care may not yield the same results nor be as effective as face to-face service. I understand that if my provider believes I would be better served by another form of psychotherapeutic service (e.g. in-person), I will be referred to a provider in my area who can provide such service.
- My provider and I will regularly reassess the appropriateness of continuing to deliver services to me using the technologies we have agreed upon today, and modify our plan as needed.
- I have the right to be a participant in treatment decisions, to seek a second opinion, to file a complaint without retribution, and to refuse treatment, without affecting my right to future care or treatment nor risking the loss or withdrawal of any program benefits to which I would otherwise be entitled.
- I have the right to be free from being the object of discrimination based on race, religion, gender or other unlawful category while receiving counseling services.
- In emergencies, in the event of disruption of service, or for routine or administrative reasons, it may be necessary to communicate by other means, including telephone or secure email. I understand that SMS text messaging (e.g., through my cellular carrier) and nonencrypted email are not secure and should not be used to convey protected health information. All textual messages I exchange with my provider (e.g. emails and text messages) will become a part of my health record.
- My provider may coordinate care with one or more of my other providers. Your provider will use reasonable care to ensure that those communications are secure and that they safeguard your privacy.
- My provider will testify in court only in response to a subpoena. Such time is not reimbursable by Medicaid or other insurance. Willow Sage Services will charge \$150 per hour for testimony in court, including travel, wait and preparation time.
  - I understand that there are potential risks and benefits associated with any form of psychotherapy, and that despite my efforts and the efforts of my provider, my condition may not improve and in some cases may even get worse. I understand that I may benefit from telemental health services, but that results cannot be guaranteed or assured.
- As a recipient of telemental health services, I will need to participate in ensuring my safety during mental health crises, medical emergencies, and sessions that I have with my provider. I agree to designate an emergency contact person, with whom my provider will be permitted to communicate about my care during emergencies. I understand that I can withdraw that permission at any time, but this will mean my provider will be unable to continue telemental health services at that time.
  - 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 consultation. Instead, I agree to seek care immediately through my own local health care provider or at the nearest hospital emergency department or by calling 911.

I hereby acknowledge that my questions have been answered to my satisfaction, and that I understand and agree to all of the above. I give my permission to Willow Sage Services to provide me with psychotherapy, counseling, CBRS, Case Management, Medication Management, Peer Support, Youth Support, Family Support, and any other mental health treatment services deemed medically necessary, via telemental health, as described above.

Client's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Parent/Guardian Signature: \_\_\_\_\_ Date: \_\_\_\_\_