

# Dr. Michelle Kukla's Telemental Health Services Informed Consent

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## 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/Telepsychology?

Telepsychology refers to providing psychotherapy services remotely using telecommunications technologies, such as video conferencing or telephone. 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 tools:

<i>C3Now secure, encrypted video conferencing</i>

- 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 me 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.

### 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, I will help you find in-person providers with whom to continue services. Usually, I will not engage in telepsychology with clients who are currently in a crisis situation requiring high levels of support and intervention. Before engaging in telepsychology, we will develop an emergency response plan to address potential crisis situations that may arise during the course of our telepsychology work.

Please talk to me 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 me is often a part of the process.

You also have a right to stop receiving services by telemental health at any time without prejudice. I also provide services in-person and if you are reasonably able to access my 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 me 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 me in between sessions is through standard phone call at 847.701.4452.

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

Our work is done primarily during our appointed sessions, which will generally occur during normal business hours. Contact between sessions should be limited to:

Confirming or changing appointment times
Billing questions or issues

Your provider is located in the **Central** time zone. Please, note if there is a difference from your own time zone.

Your provider 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.

### **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 me.

You will be required to designate an emergency contact. You will need to provide permission for me to communicate with this person about your care during emergencies.

We 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 me in the creation of these plans and that you follow them when you need to.

If the session is interrupted for any reason, such as the technological connection fails, and you are having an emergency, do not call me back; instead, call 911, or go to your nearest emergency room. Call me back after you have called or obtained emergency services.

### **Technology Issues**

If the session is interrupted and you are not having an emergency, disconnect from the session and I will wait two (2) minutes and then re-contact you via the telepsychology platform on which we agreed to conduct therapy. If you do not receive a call back within two (2) minutes, then call me on the phone number I provided you which is: 847.701.4452.

### **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 me, use devices and service accounts that are protected by unique passwords that only you know. Also, use the secure tools that I have identified for communications.

## Fees

The same fee rates will apply for telepsychology as apply for in-person psychotherapy. However, insurance or other managed care providers may not cover sessions that are conducted via telecommunication. If your insurance, HMO, third-party payor, or other managed care provider does not cover electronic psychotherapy sessions, you will be solely responsible for the entire fee of the session. Please contact your insurance company prior to our engaging in telepsychology sessions in order to determine whether these sessions will be covered.

## Records

The telepsychology sessions shall not be recorded in any way unless agreed to in writing by mutual consent. I will maintain a record of our session in the same way I maintain records of in-person sessions in accordance with my policies.

## Informed Consent

This agreement is intended as a supplement to the general informed consent that we agreed to at the outset of our clinical work together and does not amend any of the terms of that agreement.

Your signature below indicates agreement with its terms and conditions.

_____ Print Client's Name	_____ Signature of Client (age 12 and older)	_____ Date
_____ Print Parent/Guardian's Name	_____ Signature of Responsible Party (if different than client)	_____ Date
_____ Clinician's Name	_____ Signature	_____ Date

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