



The Self-Care Path, LLC

1333 Burr Ridge Parkway, Suite 200

Burr Ridge, Illinois 60527

Phone: 708-429-0353

Fax: 386-263-8326

www.selfcarepath.com

INFORMED CONSENT

Telemental Health Services using Technology with a Provider at The Self-Care Path, LLC

As a client receiving mental health services through telemental health methods, I have discussed the following points with my provider and/or, I understand:

- Telemental health is the delivery of mental health services using interactive technologies (audio, video or other electronic communications) between a provider and a client that are not in the same physical location.
- Your provider at The Self-Care Path, LLC is using a HIPAA Compliant software called: TheraNest Telehealth. Other technologies that may be used include but are not limited to: video, phone, text, and email. There are benefits and limitations to this service and these interactions. Technology that is not a TheraNest product (i.e. any communications with The Self-Care Path, LLC or your provider by personal cell phone or other device or software is not considered private or confidential, or HIPAA Compliant). However, your provider will never share your private information. By signing this form and engaging in the telemental health process, you are providing your informed consent to participate in telemental health.

The interactive technologies used in TheraNest telemental health incorporate network and software security protocols to protect the confidentiality of patient information transmitted via any electronic channel. These protocols include measures to safeguard the data and to aid in protecting against intentional or unintentional corruption. Electronic systems used will incorporate network and software security protocols to protect the privacy and security of private health information and imaging data. It will include measures to safeguard the data to ensure its integrity against intentional or unintentional corruption.

These services rely on technology, which allows for greater convenience in service delivery. There are risks in transmitting information over technology that include, but are not limited to, breaches of confidentiality, theft of personal information, and disruption of service due to technical difficulties. You and your provider will regularly reassess the appropriateness of continuing to deliver services via use of the technologies we have agreed upon today, and modify our plan as needed (or as it becomes available, i.e. COVID-19 Global Crisis situational changes).

In rare instances, security protocols could fail, causing a breach of privacy of personal health information.

ADDITIONAL INFORMATION

- Your provider is using their own equipment at their home or in office, and specifically is not using a contractor computer or network. This information can be considered by the courts to belong to The Self-Care Path, LLC.
- You may decline any telemental health services at any time without jeopardizing your access to future care, services, or benefits (*access may be as it becomes available, i.e. COVID-19 Global Crisis situational changes*).
- You may discontinue services at any time. You do not have to participate or answer a question, discuss, or process any material that you do not want to during a telemental health session. However, please know that assessment, diagnosis, treatment planning, and aftercare recommendations rely on certain clinical information for best practice. If you decline to participate, you assume the risk that the assessment, diagnosis, treatment plan, and/or aftercare might be less successful than it otherwise would be (or, it could fail entirely).
- A variety of alternative methods of mental health care may be available to you, and you may choose one or more of these at any time. However, 1) your provider may deem telemental health sessions as not indicated, and refer you to another service; and 2) circumstances (i.e. COVID-19 Global Crisis) or circumstances explained by your provider may limit the variety of alternative methods of mental health care. The Self-Care Path, LLC will work with you to resolve any barriers to treatment.
- During your first telemental health appointment, your therapist will help you navigate the telemental health software and answer any questions you have about this service.
- Your provider will explain how the telemental health sessions are performed and how it will be used for clinical counseling/treatment.
- Your provider will also explain how the sessions will differ from in-person services, including but not limited to, emotional reactions that may be generated by the technology.
- In your first session with your provider (in-person or via telehealth), private details of your medical history and personal health information will be disclosed between you and your provider via interactive video, audio or other telecommunications technology.
- For all other sessions, details of your medical history and personal health information will be discussed and processed between you and your provider via interactive video, audio or other telecommunications technology. This applies for all initial sessions, individual sessions, and couples counseling sessions.
- Your provider will not be physically in your presence. Instead, we will see and hear each other electronically. Regardless of the sophistication of today's technology, some information your provider would ordinarily get with in-person consultation may not be available in teleconsultation. You must understand that such missing information could in some situations make it more difficult for your provider to understand your problems and to help you get better.
- As always, you have a responsibility to maintain your own privacy and confidentiality. Choose a safe place for telemental health services and choose wisely about what you disclose about your private healthcare information. *Please do NOT use work emails or technology at work that can be subject to a FOIA (Freedom of Information Act for public servants).*
- In-person and telemental health patients can expect that their provider will respond to communications and routine messages within 48 hours on business days or on the next business day following weekends, holidays, or vacations.

EMERGENCY MENTAL HEALTH CARE

- If a need for direct, or face to face services arise, it is your responsibility to contact your provider and request a face to face appointment. By signing this form, you understand that an opening may not immediately be available.
- If a need for emergency mental health services arise (in or out of an in-person or telemental health session), it is your responsibility to DIAL 9-1-1 or go to your local emergency room. If you are uncertain of what qualifies as a mental health emergency, DIAL 9-1-1 or go to your local emergency room.* You may have the emergency professional inform your provider that you are in their care.
- Your provider will not be in your physical presence and will not be able to render any in-person emergency assistance if you experience a crisis (see below):
- You must have an emergency contact listed with The Self-Care Path, LLC in order to receive telemental health services. This includes the person's name, relationship to you, and contact information. We highly suggest you tell this person they are our emergency contact for you.
- If there is an emergency during your telemental health session, your provider will break confidentiality**, contact your emergency contact and/or call 9-1-1 to dispatch first responders to your location. If you are not at the address you provided us in your intake paperwork at the time of your session, you are responsible for giving your location at the beginning of the telemental health session.
- In some emergencies, or in the event of disruption of services (i.e. video lines fail or phone line access is disrupted), or for routine or administrative reasons, or for personal reasons related to your provider (i.e. physically ill and unable to render services), it may be necessary to communicate by other means. By signing this form, you understand that personal phones and personal emails may be used to contact and communicate with you as needed.
- Further, you must understand that telemental health consultation(s) are a new form of treatment, in an area not yet fully validated by research, and that they have potential risks, possibly including some that are not yet recognized, or that are mentioned in this document.

**If there is any reason (i.e. COVID-19 Global Crisis) you are unable to visit an emergency provider, DIAL 9-1-1. Once you are safe, you may have the emergency professional inform your provider that you are in their care.*

***Your licensed provider will use professional discretion, and is responsible for acting in your best interest.*

The laws and professional standards that apply to in-person mental health services also apply to telemental health services (see Informed Consent document for The Self-Care Path, LLC). Both informed consent documents must be signed prior to assessment and treatment. This document does not replace other agreements, contracts, or any documentation of informed consent. All intake paperwork must be completed in order to receive telemental health services. You do NOT have to sign a telemental health informed consent to participate in in-person sessions.

IF YOUR INSURANCE DOES NOT COVER TELEMENTAL HEALTH SERVICES, YOU OWE THE BALANCE OF YOUR INVOICE PRIOR TO YOUR NEXT THERAPY SESSION.



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INFORMED CONSENT

Telemental Health Services using TheraNest, Facetime (iPhone), Cell Phone, or Zoom with a Provider at The Self-Care Path, LLC

IF YOUR INSURANCE DOES NOT COVER TELEMENTAL HEALTH SERVICES, YOU OWE THE BALANCE OF YOUR INVOICE PRIOR TO YOUR NEXT THERAPY SESSION

By signing this form and engaging in the telemental health process, you are providing your informed consent to participate in telemental health.

Client Name (Print): _____

Client Signature: _____

Date: _____

Couple Name (Print): _____

Couple Signature: _____

Date: _____

Witness: _____

Date: _____
