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Telemental Health Services Informed Consent and Overview

Overview:

- Client(s) will need access to the certain technological services and tools to engage in telemental health-based services with your therapist/provider.
- Telemental health has both benefits and risks, which client(s) and your therapist/provider will be monitoring as client(s) proceeds with treatment.
- It is possible that receiving services by telemental health will turn out to be inappropriate for client(s), and that client(s) and your therapist/provider may have to cease work by telemental health.
- Client(s) can stop work by telemental health at any time without judgement.
- Client(s) will need to participate in creating an appropriate space for their telemental health sessions.
- Client(s) will need to participant in making a plan for managing technology failures, mental health crises, and medical emergencies.
- Your therapist/provider follows security best practices and legal standards in order to protect client(s) health care information, but client(s) will also need to participate in maintaining their own security and privacy (Refer to Electronic Communication Guidelines and Policy Form at initial visit).

What is Telemental Health?

Telemental health means, in short, “provision of mental health services with the therapist/provider and client(s)/recipient(s) 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, smartphone technology, virtual environments, and others.

Brite Futures Counseling, LLC and its employees/therapists will be providing telemental health services using the following tools:

Clocktree.com
and/or
Personal therapist smartphone

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

Clocktree.com:

It is a HIPAA-compliant telehealth health service platform which is completely secure, cloud-based system that conforms to all HIPAA standards. The video and audio communication use SecureRTP.

It does not require any special software for the therapist/provider or the client(s). A computer with the latest version of a browser, a camera, and internet access is necessary. It works on desktops, laptops, tablets, and smartphones.

Benefits and Risks of Telemental Health

Receiving services via telemental health allows the client(s) to:

- Receive services at times or in places where service may not otherwise be available.
- Receive services at times or in places where service is disrupted and/or compromised (i.e. COVID-19 Outbreak).
- Receive services when client(s) 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 therapist's/provider's ability to directly intervene in crises or emergencies. Here is a non-exhaustive list of examples:
 - Internet connections could cease working or become too unstable to use.
 - Computer or smartphone hardware can have sudden failures or run out of power, or local power services can go out.
 - Malicious actors "hackers" may have the ability to access transmission of telemental health-based service delivery.
- Interruptions may disrupt services at important moments, and your therapist/provider may be unable to reach you quickly or using the most effective tools. Your therapist/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 client(s) and

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therapist/provider at the time of service, and the technological tools used to deliver services. Your therapist/provider will access these potential benefits and risks, sometimes in collaboration with client(s), as your relationship continues.

Assessing Telemental Health's Fit for Client

Although it is well validated by research, service delivery via telemental health is not a good fit for every person. Your therapist/provider will continually assess if working via telemental health is appropriate for client(s) care. If it is not appropriate, your therapist/provider will help you discuss other options.

Please talk to your therapist/provider if you find the telemental health platform too difficult to use that it distracts from the services being provided, if the medium causes trouble focusing on client(s) 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 therapist/provider is often part of the process.

You also have a right to stop receiving services by telemental health at any time without judgement.

Your Telemental Health Environment

Client(s) will be responsible for creating a safe and confidential space during sessions. Client(s) 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 therapist/provider during session. If you are unsure of how to do this, please ask your therapist/provider for assistance.

Client(s) need to make their space appropriate and set up equipment for clinical effectiveness. The following are strongly suggested, but not limited, to on-camera effectiveness:

- Client(s) are to place camera at eye level and looking directly at it.
- Client(s) are asked to place a light behind their camera in order to make sure the therapist/provider can see client(s) face.
- Client(s) use the biggest screens possible and expand to full screen.
- Client(s) wear appropriate clothing and maintain appropriate posture and body language (no different than an in-person session).
- Client(s) close out any other programs not in use on your Internet connection

Online relationships/communication are different. Client(s) must be aware that the therapist/provider is real, and that therapy is being performed.

Communication Plan

At the first telemental session, the therapist/provider 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, the initial paperwork (Policy and Consent for Treatment, Notice of Privacy Practices, Insurance Change Notification,

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Electronic Communication Guidelines and Policy, Cancellation and Missed Appointment Policy, and Consent for Mental Health Treatment of Minors (if applicable)) completed upon first session, will still be maintained and legally standing while used for telemental sessions.

Please note that all textual messages you exchange with your provider, e.g. emails and text messages, will become a part of your health record.

Safety and Emergency Plan

As a client(s)/recipient(s) 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 therapist/provider.

Your therapist/provider will require you to designate an emergency contact. Client(s) will need to provide permission for your provider to communicate with this person about your care during emergency.

Your therapist/provider will also develop with client(s) a plan for what to do during a mental health crisis and emergencies, and a plan for how to keep your space safe during sessions. It is important that the client(s) engage with the therapist/provider in the creation of these plans and that you follow them when needed. Calling 911 and/or family services will be one option for therapist/provider.

Before Each Session

The therapist/provider will collect co-pay or deductible amount or out-of-pocket expense or fee for service before beginning. Client(s) must provide an up-to-date credit card number, expiration date, and cvv code. The aforementioned information will be discarded after credit card is processed. No information will be saved.

The therapist/provider will verify the client's space is safe and confidential by having the client(s) move the camera to scan the room.

The client(s) will provide the therapist/provider with current, physical location of the client(s)/session and **may** ask to identify verification (i.e. valid driver's license).

The therapist/provider will ensure client(s) that **no** recording of the session will be taking place at any time and that it is **expected** by the client(s) as well.

Minors

Children/minors deserve an environment that provides a sense of reflection while feeling safe, secure, and comfortable. We believe that an important component to this environment is to build a trusting relationship between the therapist and the client (child). Confidentiality between your child and the mental health professional is a part of the therapy process. A telemental health setting is no different! **All guidelines documented in Policy and Consent for Treatment, Notice of Privacy Practices, Consent for Mental Health Treatment of Minors, and Notes of Confidentiality completed upon first session will still be maintained and used for telemental sessions.**

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Couples

As with in-person sessions, **both** partners must be in attendance for **ALL** sessions, unless otherwise previously discussed with therapist/provider. The aforementioned words and statements apply to both partners.

Agreement:

I have read and understand the above information and agree to its terms. I agree to consent to mental health treatment via telemental health by Brite Futures Counseling, LLC of 100 Campus Drive, Suite 101 in Morganville, NJ 07751 for myself (age 14 – 120) For my child or with my spouse/partner. As a representative of Brite Futures Counseling, LLC, the therapist/providers signature and date below signifies an agreement between client(s) and Brite Futures Counseling, LLC.

Print Client Name: _____
(Self/Minor)

Client Signature: _____ Date: _____
(Self)

Print (Spouse/Partner) Name (Other Client): _____

(Spouse/Partner) Client Signature: _____ Date: _____

Print Parent/Legal Guardian Name (minor only): _____

Parent/Legal Guardian Signature (minor only): _____ Date: _____

Minor (age 14-17 only) Signature: _____ Date: _____

Therapist Signature: _____ Date: _____