



Sunflower Mountain Mental Health
805 Eagleridge, Suite 140
Pueblo, CO - 81008

* 2025 SMMH Telehealth Consent, Policy, and Agreement

Sunflower Mountain Mental Health LLC

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Patient Name: *

Patient Date of Birth: *

Consent to Telehealth Policies and to Participate in Telehealth Services

Purpose of this Agreement

This document outlines the policies, procedures, and terms under which telehealth services are provided by Sunflower Mountain Mental Health (“SMMH” or the “Practice”). By signing this agreement, you consent to participate in telehealth services and agree to the terms specified below.

1. Definitions and Overview of Telehealth

A. Telehealth Definition:

Telehealth includes the practice of health care delivery, diagnosis, consultation, treatment, transfer of protected health information, and education using synchronous or asynchronous audio, video, or data communications.

B. Telehealth Overview:

Patients may voluntarily engage in Telehealth services or be asked by Sunflower Mountain Mental Health to participate in Telehealth consultations. This means that patients, or their designees, will, through an interactive video and audio connection, consult with a designated healthcare provider about their healthcare and treatment. Telehealth may also serve as a backup for treatment, such as during inclement weather or other circumstances that make in-person visits impractical.

2. Identity Verification

A. I may be expected to provide a copy of my driver’s license and/or other identity verifying documentation requested by SMMH and any associated affiliates before any health services are provided.

3. Privacy and Security of Communications



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A. You may be asked to share personal information with the telehealth platform to create an account, such as your name, date of birth, location, and contact information. SMMH carefully vets any telehealth platform to ensure your information is secured to the appropriate standards. SMMH currently uses Charm Electronic Health Record which has Zoom embedded in the platform.

B. All electronic communications between me and SMMH will be transmitted using reasonable measures to ensure confidentiality. I will be responsible to secure and protect the functionality, integrity, and privacy of my hardware, files, and communication. Password protection for accessing my hardware and files is recommended. If others will be accessing the same computer, be aware that programs exist that copy every keystroke made.

C. It is recommended that I schedule my sessions with my provider at SMMH when and where I can ensure the greatest level of privacy for all communications. Be sure to fully exit all programs and hardware at the end of each session.

D. I explicitly waive confidentiality if there is another individual at my distant site I am using Telehealth at.

4. Risks Associated With Distance Services



- A. There are inherent privacy and security risks and consequences associated with Telehealth despite the policies and procedures in place to guard against them. The risks and consequences include, but are not limited to, interrupted or distorted transmission of data or information due to technical failures and access or interception of my protected health information by unauthorized persons.
- B. It may be difficult for your SMMH provider to provide immediate support during an emergency or crisis. You and your Provider will develop a plan for emergencies or crises, such as choosing a local emergency contact, creating a communication plan, and making a list of local support, emergency, and crisis services.
- C. By signing this information and consent form below, I acknowledge the limitations inherent in ensuring client confidentiality of information transmitted in Telehealth and agree to waive my privilege of confidentiality with respect to any confidential information that may be accessed by an unauthorized third party despite the reasonable efforts of the Company to arrange a secure line of communication.
- D. SMMH and my provider has explained to me how the video conferencing technology will be used.
- E. I understand that this consultation will not be the same as a face-to-face visit since I will not be in the same room as the healthcare provider, and that some parts of a visit may be conducted by individuals present with me at the direction of the healthcare provider. I also understand individuals may be present at either location to operate the audio/video equipment and that these individuals must maintain the confidentiality of health information disclosed, or if they join at my discretion, then confidentiality may be waived.
- F. I understand there are possible risks of an incomplete or ineffective consultation because of the technology, and that if any of the risks occur, the consultation may terminate. The risks may include:
1. Failure, interruption or disconnection of the audio/video connection;
 2. A picture that is not clear enough to meet the needs of the consultation;
 3. A minor risk of access to the consultation through the interactive connection by electronic tampering.
- G. I understand that in place of this Telehealth session I may seek face-to-face consultation with my SMMH provider.
- H. I understand that I will not receive any royalties or other compensation for taking part in Telehealth sessions or for the authorized use of any consultation images or audio.
- I. I release the Practice and its affiliates from any and all liability which may arise from Telehealth consultations, the use of interactive audio/visual connections, or from the taking or authorized use of any images or audio obtained.

5. Communication Interruptions

- A. If I am unable to connect with the Telehealth platform or am disconnected during a session due to a technological breakdown, I will try to reconnect within 5 minutes. If reconnection is not possible during the designated appointment time, the Practice can be reached at the business phone number to re-schedule the appointment.
- B. The Practice reserves the right to terminate the appointment if adequate audio and video connection is not made by either the client or provider.

6. E-Mail and Text Messages



A. SMMH may use and respond to e-mail and text messages only to arrange or modify appointments. Please do not send e-mails related to direct treatment as electronic communications are not completely secure and confidential.

B. I understand that any health related questions or issues will not be addressed by the healthcare provider in any electronic communication but will be dealt with during my next health session. Any electronic transmissions of information by me are retained in the logs of my service providers. While it is unlikely that someone will be looking at these logs, they are, in theory, available to be read by the system administrator(s) of the service providers.

C. I should know that any e-mails or any communications sent via Facebook, online and specifically the Practice website are not secure, and I assume the risks of the insecure transmission.

7. Audio and Video Recordings

A. I acknowledge and, by signing this information and consent form below, agree that neither I nor the undersigned healthcare practitioner will record any part of my sessions unless I and the Practice mutually agree in writing that the health session may be recorded.

B. I further acknowledge that the Practice objects to me recording any portion of my sessions without the Practice's written consent.

C. I expressly agree that audio and video recordings used for security or legal and documentation purposes are not part of my health records, and are therefore not protected by confidentiality or any other provisions under this agreement.

8. Consent to Treatment Using Telehealth and Distance Health Services

A. I voluntarily agree to receive synchronous (or asynchronous if clinically indicated) assessment, care, treatment, and services through the use of audio, visual, email and texts and authorize the Practice to provide such care, treatment, or services as are considered necessary and advisable. Ample opportunity has been offered to me to ask questions and seek clarification of anything unclear to me.

9. Use of Video Conferencing to Receive Services



A. There are potential benefits to receiving services through video conferencing or phone. These benefits can include but are not limited to:

1. We can initiate or continue to provide necessary health services, including talking about how I am doing and what may be helpful for me, during times of national health emergencies and viral illnesses.
2. We reduce the health risks for me and for the general public (everyone) by minimizing close contact and the potential spread of illness.
3. Flexibility. You can attend appointments whenever it is convenient for you. You can have reduced travel time to and from a physical location, which can save you on time and costs, as well as provides convenience especially for those with limited mobility and during times of illness or inclement weather.

B. There are potential risks to receiving services this way, including but not limited to confidentiality. There is a small risk for phone and video conferencing communications to be intercepted or disrupted (e.g., cut off due to lost internet connection). The Company will use only secure programs for these meetings, unless insecure programs are allowable by law and chosen by me and the Company, however there is always a risk that confidentiality of any electronic communication can be broken or compromised. This applies to email, phone, and text messages that I send every day as well; it is not new to this time or situation. While the Company providers will provide services in private spaces and take all precautions to maintain the confidentiality of the phone/video conference/email/text communications with me, the Company cannot guarantee that such communications will not be intercepted.

C. Confidentiality still applies for video conferencing services, and the Company will not record the session. The Company provider will be in a private space and make every effort to avoid or minimize interruptions. This also applies to interpreters.

D. My provider will explain how to access and use the video conferencing tool.

I may need to use a webcam (laptop with a camera) or smartphone during the video conferencing session.

E. It is important to not be in a public place (library, café) and to be in a space that is as quiet and private as possible during the session.

F. It is preferred to use a secure internet connection. If any third parties can hear or see my session due to my choice of location, I impliedly waive confidentiality.

G. If I have a legal guardian, we need the permission of my legal guardian for me to participate in video conference sessions.

10. Client Location During Telehealth Services



- A. You must be physically located in the State of Colorado during the entirety of telehealth sessions. I understand that I may be asked to verify my current physical location.
- B. I agree to notify my healthcare provider if I am not in my usual location for telehealth services, and/or if I am not physically located in the state of Colorado.
- C. I understand that I may attend telehealth sessions in locations of my choosing where I am physically comfortable provided I am located within the state of Colorado.
- D. You must not be driving during telehealth sessions. If you are in a car that is parked and not moving, the session can continue in the car, but not while you are driving. If you must continue driving, the session will be discontinued and re-scheduled at a time when you are not driving, and it will be counted as a late cancellation.

11. How and When to Discontinue Telehealth Services

- A. There are times when Telehealth services and care may not be as effective as face-to-face services. The Company will continually assess the appropriateness of Telehealth for me. If the Company determines that I would be better served by receiving different services, such as face-to-face services, recommendations for treatment and treatment providers or facilities will be provided to me.
- B. I may also communicate to my provider if I believe that Telehealth services are no longer appropriate for me.
- C. My provider will consider patient safety (e.g., suicidality) and health concerns (e.g. viral risk; mobility; immune function), community risk, and the Healthcare Provider’s health when deciding to provide Telehealth services versus in-person services.

12. Verbal Consent

- A. Verbal consent may be accepted in place of written signatures, if allowable by law. Company staff will review all documents with me over the phone and documents will be available to view on the patient portal. Paper copies can be mailed by request.
- B. I can revoke consent to this Agreement at any time. If consent is revoked or not given, services may be interrupted during the time that Company staff are working remotely if no in person location is available for services delivered by the Company.
- C. If I give verbal consent for communication with other service providers or members of my care team, I may withdraw consent at any time.

Patient Signature (Patient if age 15+ or Parent/Guardian Signature, if applicable): *

Parent/Guardian Name (if applicable):

Relationship to Patient (if not self):

Date Signed: *
