**TELEHEALTH INFORMED CONSENT**

This is to be used in conjunction with, but does not replace, the Informed Consent document that is required of all clients prior to starting telehealth therapy services.

I \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [name of patient] hereby consent to engaging in telemedicine at Perspectives Counseling as part of my psychotherapy. I understand that “telemedicine” is an innovative treatment that includes the practice of diagnosis, treatment, education, goal setting, accountability, referral to resources, problem solving, skills training, and help with decision making through the use of internet-based videoconferencing. Telehealth psychotherapy may include psychological health care delivery, consultation, coaching, and/or counseling. Telehealth psychotherapy will occur primarily through interactive audio and video communications but may also include video or audio transmission of patient information for clinical or supervisory purposes using any form or format of electronic technology. Such transmissions include but are not limited to: telephone answering machines, faxes, telephonic generated transmissions either via voice, smartphone applications, electronic images or text, internet generated transmissions via e-mail, electronic physiological, behavioral, emotional, or cognitive monitoring where the data is electronically sent to the mental health professional, web based applications that are not educational in nature where the mental health professional receives the content of the patient responses, professional web sites, video-conferencing, and social networking web sites with blogs of other methods of electronic communications. I understand that, with my signed consent, telemedicine may also involve the communication of my mental health information, both orally and visually, to other health care practitioners located in the State of Idaho.

Technology: I understand that I may need to download an application and/or software to use this platform. I also need to have a broadband Internet connection or a smart phone device with a good cellular connection at home or at the location deemed appropriate for services. I also understand that in case of technology failure, I may contact Perspectives Counseling via phone to coordinate alternative methods of treatment.

I understand that using the Telemedicine platform allows access to mental health services that might not otherwise be available to me due to my mental health, and/or my physical, resource, or geographic limitations. I understand it allows me to receive services in a fashion that may be more convenient and less prone to delays than in-person meetings. I understand it allows me to receive services when I am unable to travel to Perspectives Counseling’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.

I understand Perspectives Counseling uses HIPAA-compliant (encrypted) email and telehealth options. Despite that, I request that Perspectives Counseling use non-secure (unencrypted) text and/or phone calls to communicate with me as necessary. I request Perspectives Counseling use this method for the following reasons:

Communications regarding my appointments

For any communication about my health and health care

I understand that non-secure communications may be intercepted by persons other than the sender and recipient. I accept all liability for any consequence of using these non-secure communications options. I release Perspectives Counseling from any liability for using non-secure communications at my direction. Once accepted by Perspectives Counseling, this instruction will remain in effect until I notify Perspectives Counseling in writing or by email that I revoke this instruction.

Scheduling: I understand that scheduling is conducted through Perspectives Counseling and is based on my provider’s normal clinic hours. Telemedicine appointments are considered outpatient services and not intended as a substitute for emergency or crisis services. Crisis or mental health emergencies should be directed to the local county crisis line, or by dialing 911.

Video/Audio Recording: As a general practice Perspectives Counseling DOES NOT record Telemedicine sessions without prior permission. Clients may not record or store videoconference sessions or face-to-face sessions.

Confidentiality: The laws that protect the confidentiality of my medical information also apply to telemedicine. As such, I understand that the information disclosed by me during the course of my therapy 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 an ascertainable victim; and in the event Perspectives Counseling receives a subpoena for my records. Perspectives Counseling’s Telemedicine platform is HIPAA compliant to protect my privacy and confidentiality. This is further explained in the Mental Health Informed Consent, which I have signed. I understand that I have the following rights with respect to telemedicine:

1. I have the right to withdraw my consent at any time.

2. I understand that there are risks and consequences associated with telemedicine including, but not limited to the possibility, despite reasonable efforts on the part of my counselor/therapist, that the transmission of my medical information could be disrupted or distorted by technical failures. In addition, I understand that telemedicine-based services and care may not be as complete as face-to-face services, and that nonverbal cues are less readily available to both the therapist and the client. I also understand that if my counselor/therapist I would be better served by another form of psychotherapeutic services (e.g. face-to-face services) I will be referred to a counselor/therapist who can provide such services in my geographic area.

3. I understand that I may benefit from telemedicine but that results cannot be guaranteed or assured.

4. I understand that Perspectives Counseling may not provide telemedicine services to me if I am outside of the State of Idaho, and I understand that I may access telemedicine services from Perspectives Counseling from within the State of Idaho only.

5. I understand that I have a right to access my mental health information and copies of medical records in accordance with Idaho state law. I have read and understand the information provided above. I have discussed it with my counselor/therapist, and all of my questions have been answered to my satisfaction.

**Expectations of client during each session**

1.Minimum bandwidth connection of 384 kb or higher.

2.Minimum resolution of 640x360 at 30 frames per second.

3.Operational web camera (HD 1080p is recommended).

4.Proper lighting and seating to ensure a clear image of each party’s face.

5.Dress and environment appropriate to an in-office visit.

6.Only agreed upon participants will be present. The presence of any individuals unapproved by both parties and not part of the treatment plan will be cause for termination of the session.

7.Valid ID must be presented by the client during the initial consultation. In addition, a copy must be provided by the client for the medical file.

8.The client must disclose the physical address of their location at the start of the session. Unknown locations will be cause for termination of the session.

9.The client shall also provide a phone number where they can be reached in the event of service disruption.

Telemental health may not be the most effective form of treatment for certain individuals or presenting problems. If it is believed the client would benefit from another form of service (e.g. face-to-face sessions) or another provider, an appropriate referral will be made. If it would be beneficial for occasional face-to-face sessions with a counselor this will be discussed as part of the treatment plan and the client has the right to refuse such a recommendation. This may result in a referral to another provider as well. All referrals will adhere to the Idaho State Board of Licensure Code of Ethics and the ACA Code of Ethics.

Emergency Protocol: Client is to provide the name and contact information for an additional person in case of emergency. In addition, in the event of a medical or mental crisis event, Perspectives Counseling will contact the client’s local emergency services. The information provided will include the nature of the crisis and immediate needs of the client.

Response to technical difficulties: Should technical difficulties cause session disruption, Perspectives Counseling will contact the client via preferred telephone contact. If the technical difficulties can be resolved quickly, the session will resume, and the client will not experience a shortened session length. If the technical issues cannot be resolved in a timely manner, the session will be rescheduled for a time when functionality is restored. The client will be contacted by telephone to develop a plan for continuation of the session.

**Consent to Treatment**

I, voluntarily, agree to receive Telemental Health care assessment, care, treatment, or services and authorize Perspectives Counseling to provide such care, treatment, or services as are considered necessary and advisable. I understand and agree that I will participate in the planning of my care, treatment, or services and that I may withdraw consent for such care, treatment, or services that I receive through Perspectives Counseling at any time. By signing this Informed Consent, I, the undersigned client, acknowledge that I have both read and understood all the terms and information contained herein. Ample opportunity has been offered to me to ask questions and seek clarification of anything unclear to me.

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Name of Client or Legal Representative Relationship to client

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Signature of Client or Legal Representative Date