



## Client Information and Informed Consent for Telemental Health Treatment

Telemental health services involve the use of electronic communications (telephone, video conference, etc.) to enable therapists to provide services to individuals remotely. Telemental health may be used for services such as individual, couples, family therapy, or follow-ups. Telemental health is a relatively recent approach to delivering care and there are some limitations compared with seeing a therapist in person. These limitations can be addressed and are minor depending on the needs of the client and the care with which the technology (cell phone, computer, etc.) is utilized. It is important that both the client and the therapist be located in a private place during their sessions, that this place be located in the state of Massachusetts, and that the security of their technology be up-to-date with appropriate security protection.

### Timely notification:

The Leggett Group is intending for telemental health to be offered at our practice during the extent of the Covid-19 public health crisis. We cannot guarantee that services via telehealth will continue after this health emergency has abated

### Additional Points for Client Understanding:

- I understand that this form is signed in addition to the Leggett Group Patient Agreement and that all policies and procedures within the Leggett Group Patient Agreement apply to telemental health services.
- I understand that my Initial Consultation will not be done using telemental health.
- I understand that telemental health services are completely voluntary and that I can choose not to do it or not to answer questions at any time.
- I understand that none of the telemental health sessions will be recorded or photographed by my therapist without my written permission, and I understand that I may not record or photograph any of my telemental health sessions without the written permission of my therapist.
- I understand that the laws that protect privacy and the confidentiality of client information also apply to telemental health, and that no information obtained in the use of telemental health that identifies me will be disclosed to other entities without my consent.
- I understand that because this is a technologically-based method it may sometimes be necessary for a technician to assist with the equipment. Such technicians will keep any information confidential.
- I understand that telemental health is performed over a secure communication system that is almost impossible for anyone else to access, but because there is still a possibility of a breach, I accept the very rare risk that this could affect confidentiality.
- I understand that there are risks from telemental health that may include but are not limited to the possibility despite all reasonable efforts by my provider: the transmission of medical information could be disrupted or distorted by technical failures; the transmission of my medical information could be interrupted by unauthorized persons; the electronic storage of my medical information could be accessed by unauthorized persons; and/or misunderstandings may occur more easily, particularly when care is delivered in an asynchronous manner.
- I understand there are potential risks to this technology, including interruptions, unauthorized access, and technical difficulties.
- I understand that I or my therapist may discontinue the telemental sessions at any time if it is felt that the videoconferencing or telephone connections are not adequate for the situation.
- I understand that any telemental health sessions will not be exactly the same as an in-person session due to the fact that I will not be in the same room as my therapist.
- I understand that I may experience benefits from the use of telemental health in my care, but that no results can be guaranteed or assured.



- I understand that if there is an emergency during a telemental health session, then my therapist will call emergency services and my emergency contacts.
- I understand that if the video conferencing or telephone connection drops while I am in a session, I will provide a phone number for follow up contact if a plan for technical failures has not already been arranged with my provider.
- I understand that I am required to provide a safety plan/emergency contact that is shared with my therapist in case of an emergency.
- I understand that telemental health-based services may not be appropriate for everyone seeking therapy. I also understand that if my therapist believes I would be better served by another form of therapeutic services (e.g. face-to-face services) I will be referred to a practitioner who can provide such services in my area.
- I understand I may be requested to install applications specific to treatment onto my phone, tablet or computer device. Some applications specifically interact via phone / tablet, device, etc. and have the capability to report activity, gps location, etc.
- I understand I have the right to withhold or withdraw this consent at any time. However, if I do so, this may require my therapist to provide referrals to other treatment providers if face-to-face services are not an option based on geography and/or circumstance.
- I understand the laws that protect the confidentiality of my personal health information also apply to telemental health, as do the limitations to that confidentiality discussed in the Leggett Group Patient Agreement. I also understand that the dissemination of any personally identifiable images or information from the telemental health interaction will not be shared without my written consent.

**Consent:**

I consent to engaging in telemental health as part of my treatment with The Leggett Group and my therapist. I understand that "telemental health" includes the practice of health care delivery, diagnosis, consultation, treatment, transfer of personal health information, and education using interactive audio, video, or data communications. I understand the information provided above regarding telemental health. I have discussed the consent with my therapist or assistant as may be designated, and all of my questions have been answered to my satisfaction. I hereby give my informed consent for the use of telemental health in my care.

Name of Patient (Print)

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Signature of Patient

\_\_\_\_\_

Date: \_\_\_\_\_

Name of Legal Guardian [if patient is under 18] (Print)

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Signature of Legal Guardian

\_\_\_\_\_

Date: \_\_\_\_\_