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Telehealth Informed Consent

“Telehealth” describes utilization of voice and/or video to conduct an appointment in real time while the participating parties, the provider and the client(s), are not in the same physical space. In addition to the patient and the members of my clinical care team, their family members, caregivers, or other legal representatives or guardians may join and participate on the telehealth/telemedicine service, and I agree to share my personal information with such family members, caregivers, legal representatives or guardians. The information may be used for diagnosis, therapy, follow-up and/or education.

Telehealth can be beneficial to clients who are unable to come to a physical office or are more comfortable in a space other than an office for their appointment. Because of medical licensing restrictions, clients must be physically located in the state of Pennsylvania during their Empowering Minds Behavioral Health PLLC sessions. A signature on this form confirms that the signee is aware that Telehealth with Empowering Minds Behavioral Health PLLC is limited to those physically located in the State of Pennsylvania at the time of the appointment. Insurance coverage varies and Telehealth services may not be covered by all medical insurance providers. A signature on this form confirms that the signee is aware that it is their responsibility to pay for all fees for Telehealth sessions if the signee's insurance provider does not cover (or fully cover) Telehealth services.

Empowering Minds Behavioral Health PLLC understands the importance of secure communication and confidentiality for Telehealth sessions. Empowering Minds Behavioral Health PLLC has chosen to use the Telehealth features of the CHARM EHR which is built on a HIPAA-compliant version of the Zoom teleconference platform. As is the case for in-person sessions, information revealed during a Telehealth session is strictly confidential and laws that protect the confidentiality of your personal information, such as HIPAA, also apply to telehealth services. There are exceptions to this, however, that include, but are not limited to, the following: disclosure of intention to inflict physical harm to self or others, disclosure of physical or sexual abuse, serious neglect of a minor, or compliance with a valid court order requesting records.

As with utilization of all electronic teleconferencing platforms, there are risks associated with Telehealth. Possible risks include technical failures of video or audio during a session, or data compromise due to unauthorized access (hacking). Empowering Minds Behavioral Health PLLC has selected the embedded CHARM platform because of the high level of security and the maturity of the Zoom teleconferencing platform making the risks as low as practical. Therefore, Empowering Minds Behavioral Health PLLC and its staff will not be held responsible for any data breach on the platforms used for Telemedicine. In case of technical issues, providers will attempt to reconnect or follow up by phone.

Telehealth does have some considerations: The inability to have direct, physical contact with the patient is a primary difference between telehealth and direct in-person service delivery. The patient agrees that the practitioner determines whether the condition being diagnosed and/or treated is appropriate for a telemedicine encounter.

Telehealth services may not be appropriate if I am experiencing a crisis or an emergency situation. In such cases, I should call emergency services (911) or go to the nearest emergency room.

Limitations of telemedicine exam

A signature on this form confirms that the signee is aware of the risks, however low, of Telehealth and that Telehealth is voluntary and may be ended by either party at any time.

Agreements

1. Patient and/or guardian understands that Telehealth services from Empowering Minds Behavioral Health PLLC are limited to clients who are physically in the State of Pennsylvania at the time of the service.
2. Patient and/or guardian is responsible for all fees associated with Telehealth if client's insurance company does not cover Telehealth services.
3. Patient and/or guardian understands that there are some risks to using Telehealth and that using Telehealth is voluntary and may be ended by the client or the provider at any time.

My signature below indicates that I have read this policy and consent form, that I have been given the opportunity to ask questions about telehealth, and that I consent to participate in treatment via telehealth services with Empowering Minds Behavioral Health PLLC.

_____ Patient Printed Name

_____ Patient Signature (if 14 or over)

_____ Guardian Printed Name

_____ Guardian Signature

_____ Signature Date