

Addendum to Patient Consent Agreement

This addendum discusses risks and benefits of telehealth videoconferenced consultation. Please have your attorney review it carefully.

Patient Name:

I, the undersigned, or _____, my designee(s), on my behalf, agree to participate in videoconferenced consultation with _____, a mental health care provider (“provider”). This means that I authorize information related to my medical and mental health and health care to be electronically transmitted in the form of images and data through an interactive video connection to and from the above-named provider, other persons involved in my health care, and the staff operating the consultation equipment. I understand that I will be informed of the identities of all parties present during the consultation and of their purpose for attending the consultation.

My health care provider has explained how the telehealth consultation(s) is performed and how it will be used for my treatment. My health care provider has also explained how the consultation(s) will differ from in-person services, including but not limited to emotional reactions that may be generated by the technology. In brief, I understand that my provider will not be physically in my presence. Instead, we will see and hear each other electronically. Some information my provider would ordinarily get in face-to-face consultation may not be available in teleconsultation. I understand that such missing information could in some situations make it more difficult for my provider to understand my problems and to help me get better. My provider will be unable to touch me or to render any emergency assistance.

I understand that telehealth consultation(s) are a new form of treatment, in an area not yet fully validated by research, and that they have potential risks, possibly including some that are not yet recognized. Among the risks that are presently recognized are the possibility that the technology will fail before or during the consultation, that the transmitted information in any form will be unclear or inadequate for proper use in the consultation(s), and that the information will be intercepted by an unauthorized person or persons.

I understand that a physical examination may be performed by individuals at my location at the request of the consulting provider.

I authorize the release of any information pertaining to me determined by my provider, my other health care providers or by my insurance carrier to be relevant to the consultation(s) or processing of insurance claims, including but not limited to my name, Social Security number, birth date, and clinical or medical record information.

I understand that at any time, the consultation(s) can be discontinued either by me or by my designee or by my provider or health care providers. I further understand that I do not have to answer any question that I feel is inappropriate or whose answer I do not wish persons present to hear, that any refusal to participate in the consultation(s) will not affect my continued treatment, and that no action will be taken against me. I acknowledge, however, that diagnosis depends on information, and treatment depends on diagnosis, so if I withhold information, I assume the risk that a diagnosis might not be made or might be made incorrectly. Were that to happen, my treatment might be less successful than it otherwise would be, or it could fail entirely.

The alternatives to the consultation(s) have been explained to me, including their risks and benefits, as well as the risks and benefits of doing without treatment. I understand that I can still pursue in-person consultations. I understand that the telehealth consultation(s) does not necessarily eliminate my need to see a specialist in person, and I have received no guarantee as to the consultation's effectiveness.

I understand that my telehealth consultation(s) may be recorded and stored electronically as part of my medical records. I understand that consultations, test results, and disclosures will be held in confidence subject to state and/or federal law. I understand that I am ordinarily guaranteed access to my medical records and that copies of records of consultation(s) are available to me on my written request. I also understand, however, that if my provider, in the exercise of professional judgment, concludes that providing my records to me could threaten the safety of a human being, myself or another person, he or she may rightfully decline to provide them. If such a request is made and honored, I understand that I retain sole responsibility for the confidentiality of the records released to me and that I may have to pay a reasonable fee to get a copy. Additionally, I understand that my records may be used for telehealth program evaluation, education, and research and that I will not be personally identified if such a use occurs. I hereby authorize these disclosures to take place without prior written consent. I understand that I am not entitled to royalties or to other forms of compensation for participation in the telehealth consultation(s).

I have received a copy of my provider's contact information, including his or her name, telephone number, pager and/or voice mail number, business address, mailing address, and e-mail address (if applicable). I have also been provided with a list of local

support services in case of an emergency. I am aware that my provider may contact the proper authorities in case of an emergency. I acknowledge, however, that if I am facing or if I think I may be facing an emergency situation that could result in harm to me or to another person, I am not to seek a telehealth consultation. Instead, I will seek care immediately through my own local health care provider or at the nearest hospital emergency department or by calling 911.

These are the names and telephone numbers of my local emergency contacts (including local physician; crisis hotline; trusted family, friend, or adviser).

Name	Telephone Number
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Name	Telephone Number
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Name	Telephone Number
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I unconditionally release and discharge _____
(name of organization), its affiliates, agents, employees; _____
(name of consulting organization), its affiliates, agents, and employees; and my provider and his or her designees from any liability in connection with my participation in the remote consultation(s).

I have read this document carefully and fully understand the benefits and risks. I have had the opportunity to ask any questions I have and have received satisfactory answers. With this knowledge, I voluntarily consent to participate in the telehealth videoconference consultation(s), including but not limited to any care,

treatment, and services deemed necessary and advisable, under the terms described herein.

The above release is given on behalf of _____
because the patient is a minor or has been determined to be incompetent to give medical consent for the following reasons: _____
_____.

Parent or Legal Guardian

Date and Time

Witness

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