

Please review this agreement carefully, as it sets forth the understanding between you (“Client”) and the Clinical Counseling and Consulting Services, PLLC (“Agency”) regarding the services you have requested, and we will provide for you. If you have any questions, concerns or issues about the content of this Agreement please contact us for clarification before signing it.

Telehealth is the use of electronic transmissions to treat the needs of a patient. In this case, we offer both video and audio forms of communication via the Internet and/or telephone. This means the practice of health care delivery, diagnosis, consultation, treatment, transfer of medical data, and education using interactive audio, video, or data communications, may occur from different locations geographically in order to assist with delivery of care when access to care may not be possible by face-to-face visits. You understand that Teletherapy occurs in the state of North Carolina and is governed by the laws of the state where the client resides. Teletherapy may also be governed by the laws of the state in which the providers are located at the time of service delivery if that state is other than NC. All providers are licensed in the states in which you reside, as well as the state the provider may be located in at the time of a Teletherapy session.

While Teletherapy is an effective way to obtain assistance when geographic distance or scheduling conflicts prevent face to face care, in the event that Teletherapy is determined to not be in your best interests, your provider will explain that to you and suggest some alternative options better suited to your needs. In most cases, this will likely include a recommendation for face-to-face psychiatric consultation or psychotherapy or a referral to a facility or an agency that may provide a higher level of care. Teletherapy is not intended for emergency services, and if emergencies arise you will be required to seek face to face consultation and evaluation, and by signing this consent, you agree in advance to seek such care if you or your provider deem this necessary. In the event of an imminent emergency, clients should consult the nearest emergency room or psychiatric facility to provide emergent care. You are responsible for information security on your computer. If you decide to keep copies of our emails or other communication on your computer, it’s up to you to keep that information secure. Unfortunately, we cannot guarantee the security of emails as they travel between computers. It is possible, though unlikely, to intercept emails in transit. You release the Clinical Counseling and Consulting Services, PLLC from any liability in the event that teletherapy is not secure and confidential as reported by the manufacturer. The software of choice by the Clinical Counseling and Consulting Services, PLLC is preferred due to HIPAA compliance and encryption ensuring the security of transmission while Skype’s fundamental security is not documented as clearly rendering Skype’s degree of security uncertain at this point. Skype may be an alternative when VSee or other platforms are unavailable as a means of conducting Teletherapy.

Teletherapy may be received either from your chosen environment (e.g., home or work) or from another location of your choice. You understand that you are responsible for (1) providing the necessary computer, telecommunications equipment and internet access for Teletherapy sessions; (2) the information security on your computer, and (3) arranging a location with sufficient lighting and privacy that is free from distractions and intrusions, and sufficient for privacy to protect your personal health information.

I understand that there are risks and consequences from Teletherapy, including, but not limited to, the possibility, despite reasonable efforts on the part of the provider, that: the transmission of my medical information could be disrupted or distorted by technical failures; the transmission of my medical information could be interrupted by unauthorized persons; and/or the electronic storage of my medical information could be accessed by unauthorized persons. Other risks include Viruses, Trojans, and other involuntary intrusions that have the ability to grab and release information you may desire to keep private. Furthermore, with Teletherapy, there is the risk of being overheard by anyone near you if you do not place yourself in a private area and protected from other’s intrusion. You maintain sole responsibility for ensuring the privacy of your surroundings if participating in Teletherapy. Finally, you understand that there are potential risks and benefits associated with any form of psychotherapy and that despite my provider’s efforts, my condition may not improve, and in some rare cases may even get worse.

**Consent to Contact and Electronic Transmittal:** I give my consent for the Clinical Counseling and Consulting Services, PLLC to send by electronic transmittal (fax or email) or communicate by cellular phone, with appropriate release of information, confidential information concerning my or my child’s diagnosis, care, testing records, admission, treatment plan and goals. I have the right to revoke this authorization at any time. Revocation is not effective in cases where the information has already been disclosed but will be effective in moving forward. I am fully aware that electronic transmittal, wireless telephone communication, and web-based systems are subject to difficulties and that the Clinical Counseling and Consulting Services, PLLC cannot and does not guarantee the confidentiality of such technology. I understand the Clinical Counseling and Consulting Services, PLLC will exercise all reasonable precautions and I will in no way hold the Agency liable for any difficulties resulting in me or any other family member from the communication of confidential information by means of cellular phone, fax, email or web-based scheduling systems. I have the right to refuse to sign this authorization and my treatment will not be conditioned on signing.

My signature below indicates that I have read, understand, and consent to Telehealth and Electronic Communication. I also acknowledge that a copy of the items listed above is available in my patient portal and can be retrieved for my reference at my leisure. I am acknowledging that I agree with the information presented within this notice.

**Legal Guardian Signature:**

**Date:**