Appalachian State University Counseling and Psychological Services Center

Telemental health Informed Consent Addendum

This document is an addendum to Appalachian State University Counseling and Psychological Services Center’s service agreement and does not replace it. All aspects of informed consent for the treatment described in the service agreement, provided to clients in a separate document, also apply to telemental health treatment unless otherwise stated.

Acknowledgment in Response to Coronavirus Disease 2019

In response to the Coronavirus Disease 2019 (COVID-19) national emergency and Appalachian State University’s (Appalachian’s) transition to online services, the University is offering the ability for certain campus units and departments to provide you with telehealth services.

Telehealth services involve the use of electronic remote web or phone services to provide patients, clients, and other constituents with health and wellness consultation. The purpose of these services is to assist with providing continuity of health and wellness consultation during this national emergency while adhering to federal and state mandates and recommendations for telehealth services for non-life threatening and non-emergency consultation.

Definition of Telemental health: Telemental health ("TMH") includes mental health care delivery, assessment, diagnosis, consultation, treatment, and transfer of personal data, using interactive audio, and/or video, and/or data communications.

Possible Benefits and Risks of TMH

- Potential benefits include the ability to engage in therapy without being in the same physical location of the therapist, flexibility, and continuity of previously established care.
- Potential risks include but are not limited to:
  - Risks to confidentiality: While telemental health sessions utilize the phone or HIPAA-compliant software, there remains a risk that stored data could be accessed by unauthorized people or companies.
Technology Issues: The transmission may be disrupted, delayed, or distorted by technical failures.

Efficacy: Most research shows that TMH is about as effective as in-person psychotherapy. However, it may reduce visual and auditory cues and increase the likelihood of misunderstanding one another.

Confidentiality and Recording:

- Information that you share with the center and your therapist's record of his/her work with you is confidential. These records belong to the center and are NOT part of your academic records. This means that the information will not be shared with your family, university personnel, students, or others unless: (1) you give prior written authorization, (2) if, in your counselor's opinion, you are a clear danger to self or others, (3) North Carolina law requires, as in the case of the presence of child or elder abuse, or (4) court-ordered disclosures. All computer and paper records are kept in the strictest confidentiality. Per state law, complete records are maintained for seven years.
- Clients will not record any sessions, nor will the clinician record any sessions without prior documented consent from the client.

Additional Information:

- TMH may not be appropriate for every client for a number of reasons, including but not limited to a heightened risk of harm to oneself or others; lack of access to, or difficulty with, communications technology; significant communications service disruptions; or need for more intensive services.
- In the event that the clinician determines that TMH is no longer the best fit for a client or that TMH presents barriers to treatment, the clinician will discuss alternative treatment options with the client including referral.
- CAPS clinicians are either licensed in the state of North Carolina or under supervision of clinicians who are licensed in the state of North Carolina, and state laws may require that the services delivered by clinicians take place within the state in which the clinician is licensed. Therefore, clinicians can only provide TMH to clients who are physically located in North Carolina at the time of the appointment. The client must immediately notify the clinician if they are not located in North Carolina at the beginning of an appointment.

TMH is not intended for use in crisis/emergency situations.

- If the client is experiencing an emergency (i.e. active suicidal or homicidal thoughts, symptoms of psychosis), the client should contact emergency services
in their area, the National Suicide Lifeline (1-800-273-8255) or call 911. Clients in the Boone area may also contact the Counseling Center (828-262-3180) or the ASU Police Department (828-262-8000).

- If the clinician becomes concerned for the client’s immediate safety or threat to others (i.e. in the event the client endorses active safety risk, does not attend a TMH appointment, disconnects intentionally during the session, etc.) the clinician may contact the client’s emergency contact and/or relevant emergency personnel in the client’s area to assess the client’s well-being.

The client and clinician are both responsible for the following when engaging in TMH:

- Use functional and secure technology with adequate internet access and connectivity. It is important that the clinician and client can clearly hear (and see, in the case of video communication) each other throughout the session.
- Be in a physical space that is quiet, private, and free from distractions. There should not be other people in the room; if this is not the case, the client must inform the clinician.
- Behave as though attending an in-person appointment (i.e. dress appropriately, attend the session on-time, refrain from activities such as texting or eating during the session, etc.)
- Notify the other party at least 24 hours ahead of time via phone or email if the appointment must be canceled or rescheduled.
- Establish a backup plan for communicating in the event that technology fails before/during the session.
- The client must inform the clinician of an emergency contact who is in the client’s local area that the clinician may contact in the event of immediate safety concerns as described above.

By participating in telehealth services, I understand that these services are not a substitute for emergency or life-threatening health care services and that I am responsible for seeking such treatment if needed. I acknowledge that I may have a medical or wellness problem that may require additional medical attention and that telehealth services may not be adequate to meet such needs.

I certify that I am at least eighteen (18) years of age and authorized to accept the terms and conditions as expressed within this Acknowledgement, that I have read this entire Acknowledgment carefully, and that I understand the content of this Acknowledgment. I have agreed to accept telehealth services without any inducement and intend for my participation to serve as a confirmation of my complete and unconditional acceptance of receiving telehealth services.
I understand that I may withhold or withdraw consent to telehealth services at any time without affecting my right of future care or treatment, or risking the loss or withdrawal of any program benefits to which I would otherwise be entitled. However, I do understand that due to the COVID-19 national emergency I may not be able to receive certain health and wellness consultation services due to mandates and recommendations prescribed by federal and state authorities.

BY PARTICIPATING IN TELEHEALTH SERVICES WITH THE UNIVERSITY DEPARTMENT LISTED BELOW I ACKNOWLEDGE THAT I HAVE READ THIS AUTHORIZATION AND CONSENT FOR TELEHEALTH SERVICES FORM AND THAT I UNDERSTAND THE RISKS OF PARTICIPATING IN TELEHEALTH SERVICES WITH THE UNIVERSITY. I FURTHER ACKNOWLEDGE THAT I AGREE TO THE TERMS AND CONDITIONS EXPRESSED IN THIS ACKNOWLEDGMENT. FURTHERMORE, I FURTHER REPRESENT AND WARRANT THAT I AM COMPETENT TO AGREE TO THESE TERMS AND CONDITIONS KNOWINGLY AND VOLUNTARILY.

Department performing Telehealth Services: Counseling and Psychological Services Center

Client Name:

Client Signature:

Date: