## **Telehealth Informed Consent**

Through a network of independent licensed mental health care providers ("Providers") contracted with a professional corporation or other professional legal entity associated with Therapymatch, Inc. dba Headway ("Headway"), clients may receive telemental health sessions ("Services").

By confirming below, you hereby consent to receive the Services as part of your psychotherapy treatment. This consent means that you authorize information related to your health care to be securely electronically transmitted in the form of images and data through an interactive video or telephonic connection between you and the Provider, who are located in two different locations.

By confirming below, you acknowledge your understanding and agreement to the following:

- 1. I have the right to withhold or withdraw my consent for the Services at any time without affecting my right to future care, any services or any program benefits to which I would otherwise be entitled.
- 2. There are possible benefits of telemental health, including, without limitation, increased accessibility and efficiency to mental health care, the ability to obtain mental health care services at times that are convenient to me, and the ability to interact with providers without the necessity of an in-office visit.
- 3. There are possible risks and limitations of telemental health, including, without limitation, disruption of transmission by technology failures, breaches of confidentiality by unauthorized persons, and/or limited ability to respond to emergencies.
- 4. While telemental health has been found to be effective in treating a wide range of mental health conditions and disorders, there is no guarantee that the treatment of all clients will be effective. While I understand that I may benefit from the Services, results cannot be guaranteed or assured.
- 5. There will be no recording of the Services by either party (except as otherwise disclosed by Headway and agreed upon prior to receipt of the Service). All federal and state laws protecting the privacy and confidentiality of health information also apply to the Services. As such, the information disclosed during the Services and written records pertaining to those Services are confidential and may not be disclosed without the proper written authorization, unless a disclosure is permitted and/or required by law (e.g., mandatory reporting of child, elder or

vulnerable adult abuse; danger to self or others; and/or as allowed by law in a legal proceeding).

- 6. If I am having suicidal or homicidal thoughts, actively experiencing psychotic symptoms or experiencing a mental health crisis that cannot be resolved remotely, my Provider may determine in his/her sole discretion that the Services are not appropriate and in-person services and/or a higher level of care is required.
- 7. During the Services, technical difficulties may result in service interruptions that require an end to, and a possible restart of, the Services. If reconnection is not possible within ten minutes, please call or text me to discuss rescheduling the appointment.
- 8. If during the course of the Services there is an emergency, my provided emergency contact and/or appropriate authorities may be contacted.
- 9. I may still elect to receive in-person visits, and the Services do not necessarily eliminate the need to see a provider in person.
- 10. Headway may collect, use, share and otherwise process (including de-identifying and aggregating) my information, including health information and other information regarding the Services, as described in Headway's Notice of Privacy Practices and Privacy Policy and for any other lawful purpose, including, without limitation, to provide the Services and improve and develop Headway's technology.
- 11. A technical failure affecting the Services may result in the loss of my information and/or interrupt my telemental health session. In addition to any disclaimers that I agreed to by accepting the Terms of Use, I agree to hold Headway harmless for any loss of information or delay in care resulting from a technical failure.

## Additional State Specific References:

Colorado: [C. R. S. 2018, 25.5-5-320 (4)]; [C. R. S. 2018, 25.5-5-320 (5)].

I have read the information provided above, understand its contents and all questions have been answered to my satisfaction.