

## Insightful Matters FCP, Inc.

17111 North Beach Blvd., Suite 205  
Huntington Beach, CA 92647

18700 South Beach Blvd., Suite 160  
Huntington Beach, CA 92648

### **TELEMEDICINE INFORMED CONSENT CONTRACT**

I \_\_\_\_\_ [name of client] hereby consent to engaging in telemedicine with \_\_\_\_\_ [name of therapist] as part of my therapy. I understand that "telemedicine" includes the practice of health care delivery, diagnosis, consultation, treatment, transfer of medical data, and education using interactive audio, video, or data communications. I understand that telemedicine also involves the communication of my medical/mental health information, both orally and visually, to health care practitioners located in California or outside of California.

I understand that I have the following rights with respect to telemedicine:

1. I have the right to withhold or withdraw consent at any time without affecting my right to future care or treatment nor risking the loss or withdrawal of any program benefits to which I would otherwise be entitled.
2. The laws that protect the confidentiality of my medical information also apply to telemedicine. As such, I understand that the information disclosed by me during the course of my therapy is generally confidential. However, there are both mandatory and permissive exceptions to confidentiality. I will refer to the Informed Consent Contract for details regarding confidentiality. I also understand that the dissemination of any personally identifiable images or information from the telemedicine interaction to researchers or other entities shall not occur without my written consent.
3. I understand that there are risks and consequences from telemedicine, including, but not limited to, the possibility, despite reasonable efforts on the part of my other therapist, 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.

In addition, I understand that telemedicine based services and care may not be as complete as face-to-face services. I also understand that if my therapist believes I would be better served by another form of therapeutic services (e.g. face-to-face services) I will be referred to a therapist who can provide such services in my area. Finally, I understand that there are potential risks and benefits associated with any form of therapy, and that despite my efforts and the efforts of my therapist, my condition may not be improve, and in some cases may even get worse.

4. I understand that I may benefit from telemedicine, but that results cannot be guaranteed or assured.
5. I understand that I have a right to access my medical information and copies of medical records in accordance with California law.

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## INFORMED CONSENT CONTRACT

**Welcome to our practice.** This agreement is intended to provide you with important information regarding our services and office policies. Please read the entire document carefully and ask your therapist any questions regarding its contents prior to signing it.

### Information about your therapist

You are free to ask questions at any time regarding your therapist's professional background, including experience, education, special interests, and professional orientation.

### Confidentiality

Therapy is both a confidential and professional relationship. What you communicate during the course of treatment is protected by legal, professional, and ethical standards. Information gathered during the course of treatment may not be released without your prior written consent. However, California Law has placed specific limits on the confidentiality of the therapeutic relationship.

According to California State Law, this Therapist and Practice has a legal obligation to breach confidentiality under the following circumstances:

1. If the therapist determines, or has reasonable cause to believe, the client is in such mental or emotional condition as to be dangerous to him/herself or to the person or property of another and the disclosure of confidential information is necessary to prevent the threatened danger. (Evidence Code 1024)
2. If a therapist knows or reasonably suspects a child is being abused or neglected. (Penal Code Section 11165)
3. If a therapist has reasonable knowledge or suspicion that a person over age 65 or a dependent adult has been physically abused. (California State Law)
4. In cases of threatened suicide, the therapist has a legal duty to take reasonable steps to prevent it. (Bellah vs. Greenson)
5. If requested by client or compelled by court.

Note: We cannot guarantee that text messaging, email, and/or electronic receipts are secure or confidential forms of communication.

### Treatment for Minors

We require that both parents or legal guardians sign to consent for treatment of a minor. We require a copy of current Custody Orders and/or proof of legal guardianship for the minor, if applicable, prior to the commencement of therapy. Please provide your therapist with a copy, either by email or fax, prior to the initial session so that our records are complete.

### Professional Consultation and Supervision

Professional consultation is an important component of a healthy therapy practice. As such, therapists regularly participate in clinical, ethical, and legal consultations with appropriate professionals, including consultation with the treatment team at Insightful Matters FCP, Inc.

Additionally, in accordance with California State Law Licensing Regulations, all pre-licensed therapists receive individual and group supervision. Therefore, confidentiality will not be maintained during consultation with the supervisor and other professional persons hired by the Practice for the purpose of staff training. (California Code of Regulations, Title 16)

### **Notice of Privacy Practices**

The Notice of Privacy Practices provides information about how Insightful Matters FCP, Inc. may use and disclose your protected health information. We encourage you to read it in full. The Notice of Privacy Practices is subject to change. If we change the Notice, you may obtain a revised copy from your therapist. If you have any questions about the Notice of Privacy Practices, please contact our office.

### **Emergencies**

We are unable to provide 24-hour crisis service. In the event that you are feeling unsafe or require immediate medical or mental health assistance, please be aware of the following resources:

- 911 or go to the nearest emergency room
- The OC WarmLine: 877.910.9276 or 714.991.6412
- CAT-Centralized Assessment Team: 866.830.6011
- Suicide Prevention: 877.7CRISIS/877.727.4747

### **Risks and Benefits of Therapy**

It is our intention to provide you with services that will assist you in reaching your goals. Therapy is a unique and highly individualized experience with the outcome determined by active participation inside and outside of session. Additionally, progress and success may vary depending upon the particular problems or issues being addressed, as well as many other factors. Benefits may include improvement in some aspects of your life, solving problems, or expressing feelings to an accepting person.

However, there is no guarantee that therapy will yield positive or intended results. Some risks include the possibility of experiencing some discomfort due to remembering and discussing unpleasant events, feelings, and experiences which may result in experiencing a range of emotions that may be uncomfortable at times.

### **Termination of Treatment and Complaints**

Therapy has been shown to be beneficial to those who undertake it. If at any time, you have questions or concerns regarding the services you receive, we strongly encourage you to discuss them with your therapist. If you feel that your therapist is not a good fit for you or that you may benefit by going to another therapist for various reasons, please call our office and we will be happy to reassign you to another therapist. Also, you have the right to decide to end treatment. If you are thinking about ending therapy, we encourage you to discuss it with your therapist so that we may minimize terminating treatment against medical advice. If termination of treatment is indicated, we can provide you with names of other mental health providers.

Your therapist has the right to terminate therapy due to, but not limited to, the following reasons: untimely payment of fees, failure to comply with treatment recommendations, conflict of interest, failure to participate in therapy, a client's needs are outside the therapist's scope of competence or practice, or a client is not making adequate progress in therapy.

## Acknowledgement of Informed Consent Contract

*I have read the Informed Consent Contract and/or Telemedicine Informed Consent Contract fully and completely, I have discussed any questions I had about the information with my therapist, and I understand the information. I apply for and consent to my therapy treatment (or the treatment for my child) and I agree to the terms and conditions detailed above.*

Please check one:       Accept a copy of Contract       Decline a copy of Contract

\_\_\_\_\_  
Signature (Client)

\_\_\_\_\_  
Date

\_\_\_\_\_  
If client is a minor, signature of Parent/Guardian

\_\_\_\_\_  
Date

\_\_\_\_\_  
If client is a minor, signature of Parent/Guardian

\_\_\_\_\_  
Date

\_\_\_\_\_  
Therapist Signature

\_\_\_\_\_  
Date

As a minor, I give the therapist or Practice permission to share information with my parent/guardian as is deemed appropriate throughout the treatment process.

\_\_\_\_\_  
Signature (Minor)

\_\_\_\_\_  
Date

## Acknowledgment of Receipt of Notice of Privacy Practices

*By signing this form, I acknowledge that I have reviewed the Notice of Privacy Practices (NPP) of the office of Insightful Matters FCP, Inc.*

Please check one:       Accept a copy of NPP       Decline a copy of NPP

\_\_\_\_\_  
Signature (client/parent or guardian)

\_\_\_\_\_  
Date

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### For Office Use Only

#### Inability to Obtain Acknowledgment of Receipt of Notice of Privacy Practices

Insightful Matters FCP, Inc. made good faith attempts to obtain written acknowledgement of receipt of his or her Notice of Privacy Practices, but acknowledgement could not be obtained because:

- Individual refused to sign       An emergency situation prevented him/her from reviewing the NPP  
 Other (specify) \_\_\_\_\_

\_\_\_\_\_  
Therapist Signature

\_\_\_\_\_  
Date