



Lifespan Mental Health, PLLC

Consent to Participate in Telehealth Consultation

Telehealth

Telehealth includes the delivery of health care, diagnosis, consultation, treatment, transfer of protected health information, and education using audio, video, or data communications. At Lifespan Mental Health, telehealth sessions are provided through Zoom integrated with the Osmind patient platform. This allows me, or a designee, to meet with a licensed healthcare provider by interactive video connection or, when approved, by telephone. I understand that telehealth is a legal and valid form of care in Minnesota, though it is not the same as being in the same room as my provider.

Compliance with Law and HIPAA

Telehealth services are provided in accordance with HIPAA and applicable Minnesota law. Reasonable administrative, technical, and physical safeguards are used to protect my information. I understand that no system can ever be guaranteed as completely secure.

Licensure and Location Requirement

Providers at Lifespan Mental Health are licensed in Minnesota. I must be physically located within Minnesota at the time of my telehealth session. At the start of each visit, I will accurately report my location. If I am outside Minnesota, the visit cannot proceed and may be subject to the clinic's missed appointment policy.

Technology and Access

Telehealth visits occur via my provider's Zoom link within Osmind. The link generally remains the same for that provider. A Zoom account is not required. I may connect through a web browser or the Zoom app. If using a smartphone or tablet, I may need to download the Zoom app in advance. I am responsible for having a reliable internet connection, a working camera and microphone, and a private setting. Staff can offer basic troubleshooting, but connection quality and environment are ultimately my responsibility.

Identity Verification

I may be asked to provide a copy of my driver's license or other identification before receiving services. This helps ensure that services are provided securely and appropriately.

Privacy and Security of Communications

All electronic communications will be transmitted using reasonable safeguards to maintain confidentiality. I am responsible for protecting the security and privacy of my device, files, and communications, including the use of passwords and safe practices. If others have access to my device, I recognize that privacy risks increase, including the possibility of keystroke or screen capture by third party software. I agree to schedule sessions when and where I can ensure the greatest privacy, and I will completely exit programs and log out after each session. I explicitly waive confidentiality if another individual is present at my location during a telehealth session or if I permit any third party to be within hearing or viewing range.

**Acknowledgment of Third Parties and Operators**

I understand that individuals may be present at either location to operate audio or video equipment and that these individuals must maintain the confidentiality of health information disclosed. If individuals are present at my location by my choice, confidentiality may be considered waived as to those individuals.

Risks and Limitations of Telehealth

I understand there are risks to telehealth despite reasonable safeguards. These include interruptions or disconnections, distorted audio or video, poor sound or picture quality, and the possibility of unauthorized access or interception of my protected health information by third parties. I also acknowledge that telehealth has inherent limitations compared to in-person services, and that certain assessments, examinations, or treatments may not be possible through telehealth. My provider may recommend in-person care if clinically necessary. By signing this consent, I accept these risks and agree to waive confidentiality in the rare event that an unauthorized third party accesses my information despite Lifespan Mental Health's reasonable efforts.

Release of Liability and Hold Harmless

To the fullest extent permitted by law, I agree to release, indemnify, and hold harmless Lifespan Mental Health, PLLC, its providers, employees, and agents from any and all claims, demands, or liability arising out of or related to my use of telehealth, the use of interactive audio or video connections, or the taking or authorized use of any images or audio obtained in connection with my care, except where prohibited by law.

Expectations for Telehealth Sessions

Telehealth sessions work best when conducted in a quiet, private, and safe space that allows for clear communication. I agree to be on time, appropriately dressed, and focused on the visit without distractions. Sessions cannot occur while I am driving or operating any equipment. Audio and video are required, and I will remain visible on camera throughout the appointment unless my provider instructs otherwise. If I am under 16 years old or have a legal guardian, I must be present during the visit. The provider may speak with me and my parent(s) or guardian separately when appropriate.

Minor Consent

In Minnesota, minors 16 years and older may consent to their own outpatient mental health treatment, including telehealth. When a minor consents independently, a signed Release of Information is required before records may be shared with parents or guardians unless disclosure is required by law. For younger minors or where guardianship applies, parental or guardian consent is required.

Connection Issues and Environmental Factors

If I am disconnected during a session, I will attempt to reconnect within five minutes. If reconnection is not possible, I will contact the office at 763-200-1160. If my internet connection, device, or environment interferes with care, my provider may reschedule or require future visits to be conducted in person.

Controlled Substances and Prescribing

I understand that safe prescribing and applicable laws may require an in-person visit before certain medications, including controlled substances, can be prescribed or continued. If I have not had an in-person appointment with a psychiatric provider at Lifespan Mental Health within the past year, I may be required to present in person before controlled substances are prescribed. My provider may also review



the state prescription monitoring program and may request periodic lab work, assessments, or in-office visits to support safe and appropriate care.

Emergencies and Urgent Needs

Telepsychiatry is not an emergency service. In an emergency I will call 911 or go to the nearest emergency department. My provider may determine that telehealth is not appropriate if urgent in-person evaluation or a higher level of care is needed.

Documentation of Telehealth Sessions

As required by law and clinical standards, my provider will document the type of service provided, start and end times, the method of communication, the locations of patient and provider, clinical content, and the rationale for using telehealth.

Email, Texting, and Patient Portal

Email and standard text messaging may be used only to arrange or modify appointments and to send basic reminders. I will not send treatment questions or clinical information by email or standard text because these forms of communication are not fully secure. I will use the Osmind patient portal for secure messaging whenever possible. I understand that transmissions by me may be retained in the logs of my service providers.

Audio and Video Recording

Sessions will not be recorded by me or by the provider unless we mutually agree in writing. I understand that recordings created for security, legal, or documentation purposes are not considered part of my designated health record and are not protected by confidentiality laws. Lifespan Mental Health objects to any recording by me without written consent.

Billing and Insurance

Telehealth visits are billed to insurance in the same manner as in-person visits. I understand that if my insurance does not cover telehealth services, or denies coverage, I remain financially responsible for the full cost of the session.

Clinical Appropriateness and Discontinuation of Telehealth

Telehealth may not be appropriate for all conditions. My provider will continually assess clinical appropriateness. Telehealth may be discontinued if it is no longer appropriate, if my environment or technology prevents safe and effective care, or if my location is outside Minnesota. My provider will consider patient safety, medical concerns, community risk, and provider health when determining whether to recommend in-person visits. I may request to discontinue telehealth at any time, but I understand that discontinuation may require scheduling in-person care to continue treatment.

Patient Rights and Survival of Consent

I understand that I may refuse or withdraw consent for telehealth at any time without affecting my right to future care, treatment, or services, except as limited by my insurance coverage, availability of in-person services, or clinic policies. This consent will remain in effect until revoked in writing, and revocation will not affect care already provided or billing obligations already incurred.

**Acknowledgment and Consent**

I have read and understand this Telehealth Consent. I have had the opportunity to ask questions, and all questions have been answered to my satisfaction. I understand the risks and benefits of telehealth, including the potential for technology failures and limitations on privacy despite reasonable safeguards. I voluntarily consent to participate in telehealth services with Lifespan Mental Health, PLLC.

Patient Name: _____

Patient Signature: _____ Date: _____

Parent or Legal Guardian Name (if applicable): _____

Parent or Legal Guardian Signature (if applicable): _____ Date: _____

Relationship to Patient (if applicable): _____