

Definitions & Provider Qualifications

- “Telehealth” means the real-time use of interactive audio-visual technology to deliver mental-health services, including assessment, diagnosis, psychotherapy, and—when clinically indicated—medication management. Services are rendered solely by practitioners licensed in the State of Michigan: Licensed Master’s Social Workers (LMSW), Licensed Professional Counselors (LPC), Licensed Psychologists (LP), Psychiatric-Mental-Health Nurse Practitioners—Board-Certified (PMHNP-BC), and limited-license equivalents (LLMSW, LLPC, TLLP) or graduate-level interns under the direct supervision of a fully licensed provider.
- PMHNP-BCs may prescribe medications through telehealth in compliance with the Michigan Public Health Code (MCL 333.16215 et seq.), Michigan’s Telemedicine Act (MCL 500.3476), and all current federal requirements governing remote prescribing of controlled substances, including the Ryan Haight Online Pharmacy Consumer Protection Act and any DEA telemedicine waivers in force at the date of service..

Technology & Security

Sessions are delivered through a HIPAA-compliant, end-to-end encrypted video platform. You are responsible for using a secure, private location and a stable internet connection. The practice will confirm your physical location and an emergency contact at the start of each telehealth visit.

Virtual Scribing Services

To enhance clinical focus and record accuracy, your provider may utilize a third-party, HIPAA-certified virtual scribing vendor bound by a Business Associate Agreement (BAA). This vendor may capture a temporary, encrypted recording of the session, with transcripts deleted within 45 days of creation or sooner upon your written request. Draft notes may be stored on the vendor’s secure servers and deleted within 60 days of creation or sooner upon your written request. Actual session notes, if incorporated into your record, will be stored on our secure systems in accordance with HIPAA policies and generally not exceeding industry standards. Specific procedures may vary by vendor and will be disclosed to you prior to use. Opting out of the scribe service will not impact your access to services or quality of care.

Confidentiality & Legal Exceptions

Your information is protected by the HIPAA Privacy & Security Rules, Michigan’s Mental Health Code, 42 CFR Part 2 (for substance-use treatment), and professional ethics. See further details in *Notice of Privacy Practices and Office Policies*.

Risks, Limitations & Alternatives

Telehealth may reduce or eliminate some in-person examination elements and carries residual risks of equipment failure, unauthorized access, or data breach—despite industry-standard safeguards. Should telehealth prove clinically insufficient, you may be referred to in-person care or a higher level of treatment. You may refuse telehealth and request in-person services when available; however, appointment availability or travel constraints may delay care.

Patient Rights & Responsibilities

You may withhold or withdraw consent for telehealth or scribing at any time without prejudice. You agree to: (1) provide accurate demographic and location information each session, (2) use hardware and software compatible with the video platform, and (3) inform your provider if you relocate to a state in which the provider is not licensed, as this may legally preclude ongoing telehealth treatment.

Emergencies

Telehealth is not appropriate for life-threatening or time-sensitive crises. If you experience an emergency, call 911 or proceed to the nearest emergency department. During telehealth sessions, the provider may contact emergency services or your designated emergency contact if they believe you are an imminent risk to yourself or others.

Acknowledgment & Consent

I certify that I (a) have read or had read to me the information in this form, (b) had the opportunity to ask questions, (c) received satisfactory answers, and (d) understand the benefits, risks, and alternatives to telehealth and virtual scribing. I voluntarily give— and may revoke—my informed consent as indicated above. You may revoke this consent in writing at any time. Revocation applies prospectively; any actions taken based on prior consent remain valid but will not permit future uses unless reauthorized.

Patient Name (print)

Guardian Name, if applicable (print)

Patient / Guardian Signature

Date