

Telebehavioral Health Informed Consent

Electronic Transmission of Information:

I, the undersigned, a resident in the State of California in the United States of America, and/or my designee(s), on my behalf, agree to participate in technology-based consultation and other healthcare-related information exchanges with **Denise Gretchen-Doorly, PhD**, a licensed behavioral health care practitioner (“practitioner”).

As a patient receiving behavioral services through telebehavioral health technologies, I understand:

- Telebehavioral health is the delivery of behavioral health services using interactive technologies (use of audio, video or other electronic communications) between a practitioner and a patient who are not in the same physical location.
- In other words, I acknowledge that my practitioner will not be physically in my presence. Instead, we will see and hear each other electronically. Other information such as information I enter into an ‘application’ (herein abbreviated as “app”) will be transmitted electronically to and from myself and my practitioner.
- This means that I authorize information related to my medical and behavioral health to be electronically transmitted in the form of images and data through an interactive video connection to and from the above-named practitioner, other persons involved in my health care, and the staff operating the consultation equipment.

Benefits:

Benefits of teletherapy include: (a) greater access to care because some individuals are unable to use traditional therapy due to physical disabilities, geographic location, or scheduling issues; (b) cost savings in the form of fewer therapy-associated expenses (i.e. childcare, auto fuel, parking fees, using sick leave or vacation time to attend sessions); (c) increased privacy because those who choose teletherapy do not have to sit in busy waiting rooms with other people; and (d) increased public health safety because obtaining behavioral health care at home can slow the spread of illness and protect vulnerable populations. In other words, teletherapy allows people to get mental health treatment at home without risking the spread of infection during epidemics and pandemics.

Risks:

- I understand that telebehavioral health is a new delivery method for professional services, in an area not yet fully validated by research, and may have potential risks, possibly including some that are not yet recognized.
- These services rely on technology. There are risks in transmitting information over technology that include, but are not limited to, breaches of confidentiality, theft of personal information, and disruption of service due to technical difficulties.

- Regardless of the sophistication of today's technology, some information my practitioner would ordinarily get in in-person consultation may not be available in teleconsultation. I understand that such missing information could in some situations make it more difficult for my practitioner to understand my problems and to help me get better. For example, technology failures like dropped connections; pixelated, blurred, or frozen images; distorted sounds; sound and image falling out of synch are ever-present possibilities. When glitches occur, it is helpful to acknowledge and discuss them, rather than just soldiering on with the session. Technologies also intrude when working smoothly by introducing noise, distortions, and other mediation artifacts. In the absence of automatic and intuitive processes like implicit imitation, affective micro-attunements, and mirroring, it takes more work for the practitioner to fully understand my experience. These alterations make it more important than ever to discuss thoughts and feelings openly and with patience.
- As mentioned above, among the risks that are presently recognized is the possibility that the technology will fail before or during the consultation, that the transmitted information in any form will be unclear or inadequate for proper use in the consultation(s).
- In rare instances, security protocols could fail, causing a breach of privacy of personal health information.
- I understand that the telebehavioral health consultation(s) does not necessarily eliminate my need to see a specialist in person, and I have received no guarantee as to the telebehavioral consultation's effectiveness.

Disruption of Service:

- Should service be disrupted, practitioner and patient will resume session immediately via telephone.

Technology Requirements:

- I will need access to, and familiarity with, the appropriate technology in order to participate in the service provided.
- I represent that I am using my own equipment to communicate and not equipment owned by another, and specifically not using my employer's computer or network. I am aware that any information I enter into an employer's computer can be considered by the courts to belong to my employer and my privacy may thus be compromised.
- I understand that teletherapy requires focused attention while purposefully avoiding all the potential distractions in my immediate environment. Therefore, I will refrain from checking emails, texts, or social media messages during session.

Software Security Protocols:

- The interactive technologies used in telebehavioral health incorporate network and software security protocols to protect the confidentiality of patient information transmitted via any electronic channel. These protocols include measures to safeguard the data and to aid in protecting against intentional or unintentional corruption.
- I understand that I will be informed of the identities of all parties present during the consultation or who have access to my personal health information and of the purpose for such individuals to have such access.



Exchange of Information:

- The exchange of information will not be direct and any paperwork exchanged will likely be provided through electronic means or through postal delivery.
- During my telebehavioral health consultation, details of my medical history and personal health information may be discussed with myself or other behavioral health care professionals through the use of interactive video, audio or other telecommunications technology.
- It may also mean that my private health information may be transmitted from my practitioner's mobile device to my own or from my device to that of my practitioner via an app.
- I understand that it is my duty to inform my practitioner of electronic interactions regarding my care that I may have with other health care providers.

Emergency Care:

- I acknowledge, however, that if I am facing or if I think I may be facing an emergency situation that could result in harm to me or to another person; I am not to seek a telebehavioral consultation. Instead, I agree to seek care immediately through my own local health care practitioner, at the nearest hospital emergency department, or by calling 911.

Self-Termination:

- I may decline any telebehavioral health services at any time without jeopardizing my access to future care, services, and benefits.

Modification Plan:

- My practitioner and I will regularly reassess the appropriateness of continuing to deliver services to me through the use of the technologies we have agreed upon today, and modify our plan as needed.

- If a need for direct, in-person services arises, it is my responsibility to contact my behavioral practitioner's office for an in-person appointment or my primary care physician if my behavioral practitioner is unavailable. I understand that an opening may not be immediately available in either office.

For other communication:

- Use of email, voicemail, and text messaging are appropriate. Refer to Dr. Doorly's "Electronic Communications Policy" for details.
- My practitioner will respond to communications and routine messages within 48 hours during the regular Monday – Friday workweek. Responses may be delayed over weekends and holidays.

Patient Communication:

- It is my responsibility to maintain privacy on the patient end of communication. Insurance companies, those authorized by the patient, and those permitted by law may also have access to records or communications.
- My communication exchanged with my practitioner will be stored in the following manner: Email is stored electronically in practitioner's email account and/or may be printed and stored as hard copy in the patient's file.



Compensation:

I understand that I am not entitled to royalties or to other forms of compensation for participation in any telebehavioral consultation(s) or other information exchange.

Laws & Standards:

The laws and professional standards that apply to in-person behavioral services also apply to telehealth services. This document does not replace other agreements, contracts, or documentation of informed consent.

Acknowledgement of Understanding:

My health care practitioner has explained how the telebehavioral health consultation(s) is performed and how it will be used for my treatment. My behavioral practitioner has also explained how the consultation(s) will differ from in-person services, including but not limited to emotional reactions that may be generated by the technology.

The alternatives to the consultation(s) have been explained to me, including their risks and benefits, as well as the risks and benefits of doing without treatment. I understand that I can still pursue in-person consultations.

I have received a copy of my practitioner's contact information, including his or her name, telephone number, pager and/or voice mail number, business address, mailing address, and e-mail address.

I have also been provided with information about what to do in case of an emergency. I am aware that my practitioner may contact the proper authorities and/or my designated, local contact person in case of an emergency.

Final Agreement:

I have read this document carefully and fully understand the benefits and risks. I have had the opportunity to ask any questions I have and have received satisfactory answers.

With this knowledge, I voluntarily consent to participate in the telebehavioral consultation(s), including but not limited to any care, treatment, and services deemed necessary and advisable, under the terms described herein.

[THIS SPACE INTENTIONALLY LEFT BLANK. SEE NEXT PAGE FOR SIGNATURES.]



Confirmation of Agreement:

Patient Printed Name _____

Signature of Patient or Legal Guardian _____

Date _____

Printed Name of Practitioner Denise Gretchen-Doorly, PhD

Signature of Practitioner _____

Date _____

