



## **Telebehavioral Health Consent to Treat**

- ❖ You will need access to the certain technological services and tools to engage in telebehavioral health-based services with your provider
- ❖ Telebehavioral health has both benefits and risks, which you and your provider will be monitoring as you proceed with your work
- ❖ It is possible that receiving services by telebehavioral health will turn out to be inappropriate for you, and that you and your provider may have to cease work by telebehavioral health
- ❖ You can stop work by telebehavioral health at any time without prejudice
- ❖ You will need to participate in creating an appropriate space for your telebehavioral health sessions
- ❖ You will need to participate in making a plan for managing technology failures, mental health crises and medical emergencies
- ❖ Your provider follows security best practices and legal standards in order to protect your health care information, but you will also need to participate in maintaining your own security and privacy

### **What is Telebehavioral Health?**

“Telebehavioral health” means, in short, services delivered that rely on a number of electronic, often internet-based and technology tools. These tools can include video conferencing software, email, text messaging, virtual environments, specialized mobile health apps, and others. Your provider offers telebehavioral health services by using a telebehavioral health compliant and HIPAA compliant platform. You will need access to an internet service as well as a computer, smartphone or tablet with a microphone and camera in order to engage in telebehavioral health work with your provider.

### **Benefits and Risks of Telebehavioral Health:**

Receiving services via telebehavioral health allows you to receive services at times or in places where the service may not otherwise be available. Receive services in a fashion that may be more convenient and less prone to delays than in-person meetings. Receive services when you are unable to travel to the service provider’s office. The unique characteristics of telebehavioral health may also help some people make improved progress on health goals that may not have been otherwise achievable without telebehavioral health. Receiving services via telebehavioral health has the following risks indicated below. Telebehavioral health services can be impacted by technical failures, may introduce risks to your privacy, and may reduce your service provider’s ability to directly intervene in crises or emergencies. Here is a non-exhaustive list of examples: internet connections and cloud services could cease working or become too unstable to use cloud-based service personnel, IT assistants, and malicious actors (“hackers”)

may have the ability to access your private information that is transmitted or stored in the process of telebehavioral health-based service delivery. Computer or smartphone hardware can have sudden failures or run out of power, or local power services can go out. Interruptions may disrupt services at important moments, and your provider may be unable to reach you quickly or using the most effective tools. Your provider may also be unable to help you in-person. There may be additional benefits and risks to telebehavioral health services that arise from the lack of in-person contact or presence, the distance between you and your provider at the time of service, and the technological tools used to deliver services. Your provider will assess these potential benefits and risks during your treatment.

### **Assessing Telebehavioral Health's Fit For You:**

Although it is well validated by research, service delivery via telebehavioral health is not the right fit for every person. Your provider will continuously assess if working via telebehavioral health is appropriate for your case. If it is not appropriate, your provider will refer you to an in-person provider with whom to continue services. Please talk to your provider if you find the telebehavioral health media so difficult to use that it distracts from the services being provided, if the medium causes trouble and you are unable to focus on your services, or if there are any other reasons why the telebehavioral health medium seems to be causing problems in receiving services. Raising your questions or concerns will not, by itself, result in termination of services. Bringing your concerns to your provider is often a part of the process. You also have a right to stop receiving services by telebehavioral health at any time without prejudice. If your provider also provides services in-person and you are reasonably able to access the provider's in-person services, you will not be prevented from accessing those services if you choose to stop using telebehavioral health. If your provider does not provide in-person services, you will be referred to in-person providers.

### **Your Telebehavioral Health Environment:**

You will be responsible for creating a safe and confidential space during sessions. You should use a space that is free of other people including children. It should also be difficult or impossible for people outside the space to see or to hear your interactions with your provider during the session. If you are unsure of how to do this, please ask your provider for assistance.

### **Our Communication Plan:**

At your first session, we will develop a plan for backup communications in case of technology failures and a plan for responding to emergencies and mental health crises.

### **Communications:**

The best way to contact your provider between sessions is by calling the office at 603.714.9646 ex 3 or emailing [medical@psychiatricwellnesscenter.org](mailto:medical@psychiatricwellnesscenter.org). Your provider will respond to your messages within 2-3 business days. Please note that your provider will not respond at all on weekends or holidays. Your provider does not offer crisis or emergency services. Your provider only offers appropriate outpatient level of care as explained by your insurance company. Our work is done primarily during our appointed sessions, which will generally occur during business



hours depending on your provider's schedule and availability. Contact between sessions should be limited to: confirming or changing appointments, billing questions and questions regarding medication which may be deferred to your appointment. No refills are given between sessions. Please note that all textual messages you exchange with your provider including emails and text messages, will become a part of your health record. Your provider may coordinate care with one or more of your other providers with a signed release of information. Your provider will use reasonable care to ensure that those communications are secure and that they safeguard your privacy.

#### **Recordings:**

Patients are not allowed to record sessions or providers under any circumstances. Making recordings can quickly and easily compromise your privacy. Your provider will not record video or audio sessions.

#### **Our Safety and Emergency Plan:**

As a recipient of telebehavioral health based services, you will need to participate in ensuring your safety during mental health crises, medical emergencies and sessions that you have with your provider. Your provider will require you to designate an emergency contact. You will need to provide permission for your provider to communicate with this person about your care during emergencies. Your provider will also develop with you a plan for what to do during mental health crises and emergencies and a plan for how to keep your space safe during sessions. It is important that you engage with your provider in the creation of these plans and that you follow them when you need to.

#### **Your Security and Privacy Except where otherwise noted:**

Your provider employs software and hardware tools that adhere to security best practices and applicable legal standards for the purposes of protecting your privacy and ensuring that records of your health care services are not lost or damaged. As with all things in telebehavioral health, however, you also have a role to play in maintaining your security. Please use reasonable security protocols to protect the privacy of your own health care information. For example, when communicating with your provider, use devices and service accounts that are protected by unique passwords that only you know. Also, use the secure tools that your provider has supplied for communications.

#### **Private Location and Technical Issues Policy:**

Your provider adheres to best practices and applicable legal standards for the purposes of protecting your privacy during all telebehavioral health sessions. Your provider will always have a working and secure internet and ensure that they are in a private location to protect your privacy. It is expected that all patients are in a private location and not in their cars whether parked or moving. ***If you are in your car or in a public place during your appointment, your***

**provider will not be able to meet with you and you will be charged a fee equal to the private pay rate.** It is also expected that all patients have a working and secure internet, computer or cell phone with camera and microphone to be able to access the telebehavioral health platform. **If you are having technical issues and you are not able to access the telehealth platform, you will be charged a fee equal to the private pay rate.** We encourage all patients to log into the telehealth platform at least 10 - 15 minutes prior to the start of their appointment to ensure reliable internet connection and working equipment.

Emergency Contact Name:

Emergency Contact Phone Number:

\_\_\_\_\_

Primary Location of patient during sessions:

Street address \_\_\_\_\_ City \_\_\_\_\_

State \_\_\_\_\_ Zip Code \_\_\_\_\_

Secondary Location of patient during sessions:

Street address \_\_\_\_\_ City \_\_\_\_\_

State \_\_\_\_\_ Zip Code \_\_\_\_\_

I (your name printed) \_\_\_\_\_ consent to having Psychiatric Wellness Center contact my emergency contact. I have read and agree to all of the above terms and conditions within the **Psychiatric Wellness Center Telebehavioral Health Consent to Treat.**

\_\_\_\_\_  
Patient Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Legal Guardian/Parent Signature

\_\_\_\_\_  
Date