Consent for Telebehavioral Health

Introduction to Telebehavioral Health

The state of Virginia defines Telebehavioral Health as a service delivery modality that is a real-time two way transfer of and information using an interactive audio and visual connection. The distant provider uses the transmitted information to deliver behavioral health services from the distant site for the purposes of diagnosis and treatment of the client. Two-way, real-time interaction between the distant provider and the client is the hallmark of telebehavioral health.

The two-way real time interaction incorporates network and software security protocols. ZOOM is used and a HIPAA Business Associate Agreement (BAA) has been signed. Zoom defines HIPAA compliance as:

"The Health Insurance Portability and Accountability Act (HIPAA) lays out privacy and security standards that protect the confidentiality of patient health information. In terms of video conferencing, the solution and security architecture must provide end-to-end encryption and meeting access control so data in transit cannot be intercepted.
The general requirements of HIPAA Security Standards state that covered entities must:
1. Ensure the confidentiality, integrity, and availability of all electronic protected health information the covered entity creates, receives, maintains, or transmits.
2. Protect against any reasonably-anticipated threats or hazards to the security or integrity of such information.
3. Protect against any reasonably-anticipated uses or disclosures of such information that are not permitted or required under the privacy regulations.
4. Ensure compliance by its workforce."

You can find out more information on the ZOOM website.
https://zoom.us/docs/doc/Zoom-hipaa.pdf

Providers cannot provide services if you are not in the state of Virginia

Insurance Coverage

It is your responsibility to confirm that your specific insurance plan covers telemedicine for behavioral health with your specific provider. If JFS bills your insurance and it is not covered, you will be responsible for the full billed fee (please see your service agreement for fee information). Copayment or co insurance will be collected before the appointment and cannot be billed. This can be done over the phone.

Technology Requirements

You will need to have access to and be familiar with the appropriate technology in order to receive this service. It is strongly suggested that you use a computer or device that you know is safe and do not access the internet through a public wireless network. It is also not recommended to use an employer's computer or network. The information entered can be considered by the courts as belonging to my employer and my privacy may be compromised. You are responsible for the cost of any technology you may use at your location.

You will be given instruction on how to download and log into Zoom using the provided secure log in. **Please sign in at least five minutes prior to the session time to ensure that the session starts on time. You are responsible for initiating the connection at the time of your appointment.**

Risks of Technology

While technology allows for greater convenience in service delivery there are risks in transmitting information that include, but are not limited to, breaches of confidentiality, theft of personal information and disruption of service due to technological difficulties. Video conferencing consultations/sessions are not the same as a direct/provider visit due to the fact that you are not in the room with the clinician. The provider or I can discontinue the visit if it is felt that videoconferencing connections are not adequate for the situation.

Disruption of Service

If you get disconnected from the video session, end and restart the session. If you are unable to get reconnected, please call your clinician. You should have a phone nearby during the session in case of disconnection.

Client communication

Please communicate only through devices that you know are secure (see technology requirements). It is your responsibility to use a secure location and to be aware that family, friends, employers, co-workers, strangers and hackers cannot overhear you and do not have access to the technology that you are using. You also agree not to record any telehealth sessions.

Practitioner Communication

Providers will respond to routine communications within 1-2 business days. The provider will communicate only through devices that are secure and will be sure the location is secure so that no one can overhear the session.

Storage

Communications will be stored in accordance with ZOOM HIPAA practices (see website)

Exchange of information

The exchange of information will not be direct and any paperwork will likely be provided through electronic means.

Details of your medical history and personal health information may be discussed the interactive video, audio or other telecommunications technology.

Modification Plan and Discontinuing Services

Your provider and you will regularly reassess the appropriateness of continuing to deliver services through the use of technologies and modify your plan as needed. Your treatment might be less successful than it otherwise would, you may risk that a diagnosis might not be made or might be incorrect, or your treatment may fail entirely should you withhold information during your sessions.

You or your provider may discontinue the video consultations at any time.

Emergency Protocol

There are additional procedures that we need to have in place specific to Telebehavioral Health services. For your safety, in case of emergency:

- If you are having suicidal or homicidal thoughts, experience psychotic symptoms, or are in a crisis that we cannot solve remotely, the clinician may decide that you need a higher level of care and Telebehavioral Health services are not appropriate.
- You will inform the provider of the address of where you are at the beginning of every session.
- You will inform the provider of the nearest mental health hospital to your location that you prefer in the event of a mental health emergency. Please list the hospital and contact number here:

  Hospital: _____ Phone #_____
- An Emergency Contact Person, who the clinician may contact on your behalf in a life-threatening emergency is required, Please write the person's name and contact information below and verify that the person is willing and able to go to your location in the event of an emergency and take you to the hospital if the provider deems it necessary. The provider will only contact this person in the circumstances listed above.

Emergency contact person name and phone number:

_____

In Case of Emergency

- **Call 911**
- **Go to emergency room of your choice**

Contact Information

You acknowledge that you have received a copy of your provider's contact information, including name, telephone number, emergency number, voice mail, business address, mailing address and e-mail.

You have been provided support numbers in case of an emergency and you are aware that your provider may contact the proper authorities and/or your designated emergency contact person in case of an emergency.

Release of Liability

I unconditionally release and discharge Jewish Family Services, its affiliates, agents and employees and my practitioner and his or her designees from any liability in connection with my participation in the remote consultation(s).

Consent to Treat a Minor or Dependent

The above release is given on behalf of _____ because the client is a minor or has been determined to be incompetent to give medical consent.

Confirmation of Agreement

Client Printed Name: _____

Signature of Client: _____

Date: _____

Printed Name of Clinician: _____

Signature of Clinician: _____

Date: _____

This document does not replace other agreements or documentation of informed consent