

## INFORMED CONSENT FOR TELEPSYCHIATRY

This Informed Consent for Telepsychiatry contains important information focusing on doing psychotherapy and medication management using the phone or the Internet. Please read this carefully and let me know if you have any questions. When you sign this document, it will represent an agreement between us.

### **Benefits and Risks of Telepsychiatry**

Telepsychiatry refers to providing psychotherapy and medical services remotely using telecommunications technologies, such as video conferencing or telephone. One of the benefits of telepsychology is that the patient and psychiatrist can engage in services without being in the same physical location (although both must be physically located in the state of New Jersey), and telepsychiatry can only be conducted in the state in which the psychiatrist has a license, (and in my case, that is the state of New Jersey), thus every patient must be physically located in the state of New Jersey in order for telepsychiatry to be conducted. For instance, telepsychiatry can be helpful in ensuring continuity of care if the patient or psychiatrist moves to a different location (in the State of New Jersey), takes an extended vacation (in the State of New Jersey), or there is a public health emergency, such as a pandemic, or is otherwise unable to continue to meet in person. It can also be more convenient. Telepsychiatry, however, requires technical competence on both our parts to be helpful. Although there are benefits of telepsychiatry, there are some differences between in-person psychotherapy and telepsychiatry, as well as some risks. For example:

- Risks to confidentiality. Because telepsychiatry sessions take place outside of the therapist's private office, there is potential for other people to overhear sessions if you are not in a private place during the session. On my end, I will take reasonable steps to ensure your privacy. But it is important for you to make sure you find a private/confidential place for our session where you will not be interrupted. It is also important for you to protect the privacy of our session on your cell phone or other device, and that you need my permission to record part of or all of a session by either video or audio means, take photos/pictures of any part of or all of session, or take a "screen shot" of any part of or all a session. In addition, it is important to make sure that you do not have/remove external devices in your background or environment (such as an "Echo" or an "Alexa") that can possibly record or pick up any information during your telepsychiatry session. You should participate in therapy and medication management only while in a room or area where other people are not present and cannot overhear the conversation. Also, please advise if there are other individuals in your immediate space or location/environment that you are completely comfortable with being present during your telepsychiatry appointment, and whether there are any changes to this throughout the session.
- Issues related to technology. There are many ways that technology issues might impact telepsychiatry. For example, technology may stop working during a session (ex, internet connection poor or connection unable to be obtained; cell phone has poor reception or is not updated to connect to the telepsychiatry link; or tablet, computer, or laptop browser is not updated to connect to the telepsychiatry link), other people might be able to get access to our private conversation, or stored data could be accessed by unauthorized people or companies.
- Crisis management and intervention. I will not engage in telepsychiatry with patients who are currently in a crisis situation requiring high levels of support and intervention, or in cases in which a patient needs to call crisis services, 911, or report to the nearest emergency room. For any psychiatric emergencies, there is no change in the response plan: the patient and/or guardian is still responsible to call 911, crisis services, or report to their nearest emergency room.

### **Electronic Communications with Telepsychiatry**

We will decide together how you would like to connect to the telepsychiatry audio-visual service I use called "Updox," which is a HIPAA-compliant telehealth platform. You will have to have certain computer or cell phone systems to use telepsychiatry services; if you are choosing to use your cell phone to connect to telepsychiatry sessions and it is an "Apple" device, you must make sure it is higher than a iPhone 6, and for

those patients who decide to use a cell phone, you must make sure the operating system (ex-iOS) is up to date, and you have followed the “Updox” directions to prepare your phone for the session. As you are already aware and as stated above, telepsychiatry can only be conducted in the state in which the psychiatrist has a license, (and in my case, that is the state of New Jersey), thus every patient must be physically located in the state of New Jersey in order for telepsychiatry to be conducted.

You will choose for me to send you receive either a telepsychiatry link through text or through email, and then choose to access it by means of a cell phone, tablet, laptop, or computer. For children and adolescent patients, parents determine how the link for telepsychiatry sessions is received and on what device, and then the parent and/or guardian will still be present during the telepsychiatry session as they typically would be during an in-person session. Every patient has been explained the directions regarding the telepsychiatry platform “Updox” and every patient has decided by which means (text or email) they have chosen to receive the telepsychiatry link.

The link expires after 10 minutes from sending for confidentiality purposes. If you do not initially connect to the link for telepsychiatry session, I will send you another link (either through text or email, depending on what you chose) and if you still do not connect, I will call you. If you do not pick up and voicemail is available, I will leave a message. I will also call your contact person (ex-parent, guardian, spouse, significant other, relative) if one has been involved in your psychiatric care, and leave a message if voicemail is available. For child and adolescent patients, a parent will be called, and a message left (if they do not pick up and if a voicemail is available). Depending on whether you return the call in a timely manner, your telepsychiatry appointment may have to be rescheduled, and you are charged for the missed/no show telepsychiatry appointment. You are solely responsible for any cost to you to obtain any necessary equipment, accessories, or software to take part in telepsychiatry.

For communication in general and between sessions, I do not use email communication and text messaging, as cannot guarantee the confidentiality of any information communicated by email or text and text and email are not encrypted and HIPAA-compliant. Thus, no clinical information is discussed by email or text, and you will have to call the office, and if there is an emergency, you are still required to call 911, crisis services, and/or report to the nearest emergency room.

### **Confidentiality**

I have a legal and ethical responsibility to make my best efforts to protect all communications that are a part of our telepsychiatry. However, the nature of electronic communications technologies is such that I cannot guarantee that our communications will be kept confidential or that other people may not gain access to our communications. I will try to use updated encryption and HIPAA-compliant methods, firewalls, and back-up systems to help keep your information private, but there is a risk that our electronic communications may be compromised, unsecured, or accessed by others. You should also take reasonable steps to ensure the security of our communications (for example, only using secure networks for telepsychiatry sessions and having passwords to protect the device you use for telepsychiatry).

The extent of confidentiality and the exceptions to confidentiality that I outlined in my “Limits of Confidentiality” notice (that you previously signed when initiating psychiatric treatment) still apply in telepsychiatry. Please let me know if you have any questions about exceptions to confidentiality.

### **Appropriateness of Telepsychiatry**

From time to time, we may schedule in-person sessions to “check-in” with one another, or to use as a follow-up appointment instead of using a telepsychiatry appointment as a follow-up appointment. I will let you know if I decide that telepsychiatry is no longer the most appropriate form of treatment for you. Due to safety issues surrounding the coronavirus, you must be vaccinated and wear a mask for in-person appointments. If you do not choose to do so, then you will have to be seen through telepsychiatry. If you do not wish to have a telepsychiatry appointment, you can be given referral contact information for other health care providers to possibly provide psychiatric services, including possibly your primary care physician.

**Emergencies and Technology**

Assessing and evaluating threats and other emergencies can be more difficult when conducting telepsychiatry sessions than in traditional in-person appointments. To address some of these difficulties, the person that you have identified as your trusted emergency contact person (or a parent/guardian in the case of a child or adolescent patient) I will contact in the event of a crisis or emergency to assist in addressing the situation. When you initially started psychiatric treatment, you indicated the name of the person to call in an emergency on your “Self-Assessment Form,” a separate authorization form allowing me to contact your emergency contact person as needed during such a crisis or emergency.

If the session is interrupted for any reason, such as the technological connection fails for any reason (as indicated in some examples above), and you are having an emergency, do not call me back; instead, call 911, crisis services (such as the crisis area of the emergency rooms at Hackensack-Meridian Jersey Shore Medical Center, Hackensack-Meridian Riverview Medical Center, Hackensack-Meridian Bayshore Medical Center, Centrastate Medical Center, etc) or go to your nearest emergency room. Call me back after you have called or obtained emergency services.

If the session is interrupted and you are not having an emergency, disconnect from the session and I will then re-contact you via “Updox” telepsychiatry platform via text or email (whichever you had decided), and/or I will call your cell phone and/or house phone (if available). If you do not receive a text, email, or a call back within two (2) minutes, then call me on my office phone at 732-383-6255 and leave a message.

**Fees**

The same fee rates will apply for telepsychiatry appointments as apply for in-person appointments. However, insurance or other managed care providers may not cover sessions that are conducted via telepsychiatry. If your insurance, HMO, third-party payor, or other managed care provider does not cover your out-of-network (since as you are aware, I am a fee-for-service and do not accept any insurances) telepsychiatry sessions, you will be solely responsible for the entire fee of the appointment. It is your responsibility or your financial guardian’s responsibility to contact your insurance company in order to determine whether these sessions will be covered.

**Records**

The telepsychiatry sessions shall not be recorded in any way unless agreed to in writing by mutual consent. I will maintain a record of our appointments in the same way I maintain records of in-person appointments in accordance with my policies.

**Informed Consent**

This agreement is intended as a supplement to the general informed consent that we agreed to at the outset of our clinical work together and does not amend any of the terms of that agreement.

Your signature below indicates agreement with its terms and conditions.

\_\_\_\_\_  
Patient

\_\_\_\_\_  
Date

\_\_\_\_\_  
Parent/Guardian

\_\_\_\_\_  
Date