

CAMFT'S 52ND ANNUAL CONFERENCE
"THE FUTURE OF MENTAL HEALTH:

TOOLS

FOR THE THERAPIST'S TOOLBOX"

SUNDAY, MAY 15, 2016



AM SESSION (2 CE CREDITS)

10:15 A.M.–12:15 P.M.

HANDOUT 2 OF 2



SU6TE "21st Century
Counseling—From the
Couch to the Computer:
Using Videoconferencing to
Pioneer a New Frontier in
Mental Health" presented by
Suzanne Hughes, LMFT

CONNECT
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ACHIEVE



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Telemedicine Informed Consent

_____, and Breakthrough Behavioral, Inc., Breakthrough Behavioral of Texas, Inc., Breakthrough Network, P.C. and other Breakthrough Affiliates (collectively, "Breakthrough")

Introduction:

Please read this document thoroughly and completely. If you have any questions, please call 1-888-282-2522.

To better serve the needs of the community, health care services are now available by interactive video communications and/or by the electronic transmission of information. This process is referred to as "telemedicine." Telemedicine involves the use of electronic communications to enable physicians and other healthcare professionals ("Treatment Providers") at different locations to share individual patient medical information for the purpose of improving patient care. Treatment Providers may include, but are not limited to, psychiatrists, psychologists, nurses, counselors, clinical social workers, and marriage and family therapists. The information may be used for healthcare delivery, diagnosis, treatment, transfer of medical data, therapy, consultation, follow-up and/or education, and may include any of the following:

- Patient medical records
- Medical images
- Live two-way audio and video
- Output data from medical devices and sound and video files

Electronic systems used will incorporate network and software security protocols to protect the confidentiality of patient identification and imaging data and will include measures to safeguard the data and to ensure its integrity against intentional or unintentional corruption. Since this may be different than the type of consultation with which you are familiar, it is important that you understand and agree to the following statements.

Expected Benefits:

1. Improved access to medical care by enabling a patient to remain at a remote site while the Treatment Provider obtains test results and consults from healthcare practitioners at distant/other sites.
2. More efficient medical evaluation and management.
3. Obtaining the expertise of a distant specialist.

Possible Risks:

Although rare, there are potential risks associated with the use of telemedicine. These risks include, but may not be limited to:

1. Information transmitted may not be sufficient (e.g. poor resolution of images) to allow for appropriate medical decision making by the Treatment Provider and consultant(s);
2. Delays in medical evaluation and treatment could occur due to technical deficiencies or failures;
3. The transmission of patient's medical information could be interrupted by unauthorized persons; and/or the electronic storage of my medical information could be accessed by unauthorized persons; and
4. A lack of access to complete medical records may result in adverse drug interactions or allergic reactions or other judgment errors.

Necessity of In-Person Evaluation:

If it becomes clear that the telemedicine modality is unable to provide all pertinent clinical information during a particular telemedicine encounter, the Treatment Provider must make it known to the patient prior to the conclusion of the live telemedicine encounter. The Treatment Provider must also counsel the patient prior to the conclusion of the live telemedicine encounter regarding the need for the patient to obtain an additional in-person medical evaluation reasonably able to meet the patient's needs.

By signing this form, I understand the following:

1. I understand that the laws that protect privacy and the confidentiality of medical information also apply to telemedicine. I understand that the information disclosed by me during the course of my treatment is generally confidential. However, there are both mandatory and permissive exceptions to confidentiality, including but not limited to information demonstrating a probability of imminent physical injury to myself or others; immediate mental or emotional injury to myself; and where I make my mental or emotional state an issue in a legal proceeding. I also understand that the dissemination of any personally identifiable images or information from the telemedicine interaction to researchers or other entities shall not occur without my consent.
2. I understand that I have the right to withhold or withdraw my consent to the use of telemedicine in the course of my care at any time, without affecting my right to future care or treatment.
3. I understand that I have the right to inspect all information obtained and recorded in the course of a telemedicine interaction, and may receive copies of this information for a reasonable fee.
4. I understand that a variety of alternative methods of medical care may be available to me, and that I may choose one or more of these at any time. I understand that I may ask my Treatment Provider about alternative methods of care to telemedicine.
5. I understand that telemedicine may involve electronic communication of my personal medical information to other medical practitioners who may be located in other areas, including out of state.
6. I understand that it is my duty to inform my Treatment Provider of electronic interactions regarding my care that I may have with other healthcare providers.
7. I understand that telemedicine based services and care may not be as complete as face-to-face services. I also understand that if my Treatment Provider believes I would be better served by another form of service (e.g. face-to-face services), I will be referred to a Treatment Provider who can provide such services in my area. Finally, I understand that there are potential risks and benefits associated with any form of treatment, and that despite my efforts and the efforts of my Treatment Provider, my condition may not improve, and in some cases may even get worse.
8. I understand that I may expect the anticipated benefits from the use of telemedicine in my care, but that no results can be guaranteed or assured.
9. I understand that in the event of an adverse reaction to the treatment, or in the event of an inability to communicate as a result of a technological or equipment failure, I shall seek follow-up care or assistance at the recommendation of my Treatment Provider.

In cases of emergency, do not use Treatment Provider or Breakthrough. Instead, call 911 immediately.

For patients who receive services in the State of Texas, Complaints to the Board:

Complaints with the Texas Medical Board against Treatment Providers, as well as other licensees and registrants of the Texas Medical Board, may be reported for investigation at the following address:

Texas Medical Board
Attention: Investigations
333 Guadalupe, Tower 3, Suite 610
P.O. Box 2018, MC-263
Austin, Texas 78768-2018

Assistance in filing a complaint is available by calling the following telephone number: 1-800-201-9353. For more information, please visit the Texas Medical Board website at www.tmb.state.tx.us.

For all other patients, complaints against Treatment Providers, as well as other health care providers, may be reported for investigation to the Medical Board or other appropriate licensing board of the state in which the patient received the services.

Complaints may also be filed with the Company at:

support@breakthrough.com

or

702 Marshall Street, #510
Redwood City, CA 94036

Assistance in filing a complaint is available by calling the following telephone number: 1-800-282-2522. For more information, please visit the Breakthrough Behavioral, Inc. website at www.breakthrough.com.

Patient Consent To The Use of Telemedicine

I have read and understand the information provided above regarding telemedicine and understand I have the opportunity to discuss it with my Treatment Provider or such assistants as may be designated. I hereby give my informed consent for the use of telemedicine in my medical care.

Furthermore, I agree that the Released Parties have no liability or responsibility for the accuracy or completeness of the medical information submitted to them or for any errors in its electronic transmission.

I hereby authorize _____ and Breakthrough, and its employees, agents and independent contractors, to use telemedicine in the course of my diagnosis and treatment.