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Tele-behavioral Health Informed Consent

Introduction of Tele-behavioral Health

As a client receiving behavioral services through tele-behavioral health technologies, I understand Tele-behavioral health is the delivery of behavioral health services using interactive technologies (audio, video or other electronic communications) between a practitioner and a client who are not in the same physical location.

Benefits

Access to a practitioner when events or situations limit the ability to meet in person. I firmly believe personal in-person interactions help the therapeutic process, but am offer tele-behavioral health service for those who cannot meet in person, or at times when interacting in public may present a health concern as in the case of the recent COVID-19 outbreak.

Limitations

This service is provided by technology (including but not limited to video, phone, text, apps and email) and may not involve direct face to face communication. There are benefits and limitations to this service. My health care practitioner has explained how the tele-behavioral 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 the fact that emotional reactions that may be generated by the me, the practitioner, or by the technology may be exaggerated or minimized due to not being in the presence of each other. In brief, I understand that my practitioner will not be physically in my presence.** Instead, we will see and hear each other electronically, or that other information such as information I enter into an app will be transmitted electronically to and from myself and my practitioner. 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. My practitioner will be unable to physically touch me or to render any emergency assistance if I experience a crisis.

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 tele-behavioral 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 any other telecommunications technology. The interactive technologies used in tele-behavioral health incorporate network and software security protocols to protect the confidentiality of the client information transmitted via any electronic channel. These protocols include measures to safeguard the data and to aid in protecting against intentional or unintentional corruption.

Mobile Application

Tele-behavioral health consultation may also mean that my private health information will likely be transmitted from my practitioner's mobile device or computer to my own or from my device(s) to that of my practitioner via a website service, application/app. I understand that a variety of alternative methods of behavioral health care may be available to me, and that I may choose one or more of these at any time. I have had the opportunity to discuss alternatives with my tele-behavioral health practitioner to my satisfaction.

Equipment and Technology Requirements

I agree and commit that **I will use my own equipment to communicate** during my session(s) and **not equipment owned by another, and specifically I will not ever use 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 it is my responsibility to gain access to, and familiarize myself with, the appropriate technology in order to participate in the service provided. At a minimum, this will include knowledge of phone and computer functions and security for the protection of internet service and transmission of personal health information (PHI).

Risks of Technology

These services rely on technology, which allows for greater convenience in service delivery. 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. This may be an issue even with safeguards in place, although extremely rare.

Software Security Protocols

Electronic systems used by doxy.com, Vsee.com or Zoom.com will incorporate network and software security protocols to protect the privacy and security of health information and imaging data, and will include measures to safeguard the data to ensure its integrity against intentional or unintentional corruption. It is up to me to ensure that I have antivirus/data security software installed on my personal computer or phone equipment. I will seek assistance if I am not sure my equipment is secure or protected. Chris Quaglino, LCSW, LCDC has obtained a HIPAA compliant BAA from all three providers.

Additional Services

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.

Local Practitioners

If a need for direct, in-person services arises, Chris Quaglino, LCSW, LCDC work with me to make such arrangements that fit those needs or supply a list of direct contact practitioners in my area. I understand that an opening may not be immediately available in either Chris Quaglino, LCSW, LCDC or an alternative practitioners' office, but a concerted effort will be made for me to be seen as soon as possible.

Risks

I understand that tele-behavioral 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. 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), and that the information will be intercepted by an unauthorized person or persons. In rare instances, security protocols could fail, causing a breach of privacy of personal health information. I understand that my practitioner may request a physical examination be performed by technology experts at my location or on my equipment, and at my expense, if they feel there is a possible concern for the security of my PHI.

Discontinuing Care

I understand that at any time, the consultation(s) can be discontinued either by me or by my designee or by my health care practitioners. I further understand that I do not have to answer any question that I feel is inappropriate or whose answer I do not wish persons present to hear; that any refusal to participate in the consultation(s) or use of technology will not affect my continued treatment and that no action will be taken against me. I acknowledge, however, that diagnosis depends on information, and treatment depends on diagnosis, so if I withhold information, I assume the risk that a diagnosis might not be made or might be made incorrectly. Were that to happen, my telehealth-based treatment might be less successful than it otherwise would be, or it could fail entirely.

Limits of Confidentiality

I also understand that, under the law, and regardless of what form of communication I use in working with my practitioner, my practitioner may be required to report to authority's information suggesting that I have engaged in behaviors that pose an imminent threat of harm to myself or will endanger others.

Alternatives

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 understand that the tele-behavioral health consultation(s) does not necessarily eliminate my need to see a specialist in person, and I have received no guarantee as to the Tele-behavioral consultation's effectiveness. Also, 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. Also, in the event of disruption of service, or for routine or administrative reasons, it may be necessary to communicate by other means which will be defined as needed.

Records

I understand that my tele-behavioral consultation(s) may be recorded and stored electronically as part of my medical records. I will be notified at the time the reason(s) for recording or storing my session(s) before this occurs. I understand that consultations, test results, and disclosures will be held in confidence subject to state and/or federal law. I understand that I am ordinarily guaranteed access to my records and that copies of records of consultation(s) are available to me on my written request. I also understand, however, that if my practitioner, in the exercise of professional judgment, concludes that providing my records to me could threaten the safety of a human being, myself or another person, he or she may rightfully decline to provide them. If such a request is made and honored, I understand that I retain sole responsibility for the confidentiality of the records released to me and that I may have to pay a reasonable fee to get a copy.

Storage

It is not recommended that my sessions with my therapist are recorded. I understand that communication exchanged with my practitioner, if recorded, will be stored in the following manner and it is my sole responsibility for its safety and confidentiality.

Service Disruption

If service is disrupted please contact Chris Quaglino, LCSW, LCDC by phone at 512-775-5940 or via email at chris@itoiaustin.com.

Practitioner Communication

My practitioner may utilize alternative means of communication in the following circumstances: If they feel I am in crisis and the telecommunication is disruptive to the therapeutic process. If as stated above there is a disruption in service and they feel the session has not closed properly. Dates and times for future sessions will be discussed through email if not at the end of the session. My practitioner will respond to communications and routine messages within 24 hours. I also know it is my responsibility to safeguard my email and any other communication with my therapist from others.

Client Communication

It is my responsibility to maintain privacy on the client end of all communication. This includes all forms of communication including but not limited to emails, phones, computers, and teletherapy. I understand this includes someone looking over my shoulder while I am on my phone or the possibility of someone's browsing eyes while using my unlocked phone or computer if I lend it to them. I understand that Insurance companies, those authorized by the me, and those permitted by law may also have access to records or communications. I will take precautions to ensure that my communications are directed only to my therapist or other entities as allowed by law.

Contact Information

