



ABC of NC

Telebehavioral Health and Educational Services Informed Consent

Telebehavioral health is an electronic software platform which allows clients and clinicians to communicate when they are not in the same physical location. The platform transmits audio and visual information in real time via internet. In order to comply with state laws, ABC of NC only provides telebehavioral health services by a clinician located in the State of NC and to clients located in the State of NC.

There are potential benefits and limitations/risks associated with the use of the telebehavioral health services:

Potential Benefits: Telebehavioral health may be an option for clients to receive services from their clinicians when a client is unable to attend in-person sessions at ABC of NC. This platform can be helpful to ensure continuity of care in situations such as, but not limited to: client takes an extended in-state vacation, client and/or clinician move to a different area in the state, or the client is unable to meet in person for various reasons. Telebehavioral health requires technical competency from both parties.

Potential Risks: ABC of NC will take reasonable steps to ensure client privacy through the use of telebehavioral health and educational services, however, there are risks involved.

- **Risks to confidentiality:** Clients receiving telebehavioral health or educational services have a potential for others to overhear sessions. To maintain privacy, clients are expected to participate in telebehavioral health services in locations that are free of interruptions, distractions (i.e. cell phones, iPads, or other devices), and other people, when possible.
- **Crisis management and intervention:** Individuals in crisis situations requiring high levels of support and intervention will not be able to access ABC of NC using telebehavioral health services. ABC of NC is not equipped to provide telebehavioral health services during urgent or emergency situations.
- **Efficacy:** Telebehavioral health can be effective for ABA therapy, counseling, and psychotherapy. These services can be most effective for parent/caregiver trainings, technician trainings, supervision, and overall client support. There are increased opportunities for miscommunication when working remotely.

Alternatives to Telebehavioral Platform: Clients who choose to not participate in telebehavioral or educational services may receive services in-person at ABC of NC and/or have services placed on hold until in-person services are available.

Appropriateness of Telebehavioral Health and Educational Services: If ABC of NC's provider determines telebehavioral health is no longer the most appropriate form of treatment for the client, the provider will inform the client. The provider will discuss alternative options for treatment, including in-person services; parent/caregiver training; parent/caregiver classes; and, when appropriate, referral to another professional.

Confidentiality: ABC of NC has legal and ethical responsibilities to make best efforts to protect all communication that is part of our telebehavioral health and educational services. Due to the nature of electronic communication technologies, ABC of NC cannot guarantee all communications will be kept confidential or that others may not gain access to our communications. ABC of NC uses updated encryption methods, firewalls, and back-up systems to ensure privacy for client information; however, there is a risk that electronic communication may be compromised; unsecured; or accessed by others, including by the client's infrastructure. Clients are expected to take reasonable steps to ensure the security of communications including but not limited to: using secure networks, avoiding public or free Wi-Fi, and using passwords to protect the electronic device.

The extent of confidentiality and exceptions to confidentiality outlined in ABC of NC's Client Rights, Responsibilities, and Informed Consent are applicable to all telebehavioral health and educational services.

Electronic Communication: To access telebehavioral health services, clients may need specific webcams, computers, tablets, or smartphone systems. The client is solely responsible for any cost associated with obtaining necessary equipment, accessories, or software required to access telebehavioral health services.

ABC of NC will communicate via phone, email, and text message with electronic communication permissions and only for administrative purposes unless prior agreement was made between ABC of NC and the client. Email and text message communication between ABC of NC and the client should be limited to administrative matters only. ABC of NC cannot guarantee confidentiality of any information communicated via text messages and therefore will not disclose any clinical information via text messages.

Emergency Response Plan: In the event services are interrupted due to an emergency situation with the client, the client should not call the provider back. The client should call 911 or go to the nearest emergency department. If the client is experiencing a behavioral crisis that should be addressed by a mobile crisis team, the provider will supply the client with contact information for the mobile crisis team in the client's area. Provider will follow up with the client by phone within 24 hours of an emergency or behavioral crisis.

Emergencies with Technology: When conducting telebehavioral health rather than in-person therapy, it can be more difficult to assess and evaluate threats and/or other emergencies. In an effort to address some of the difficulties, the provider will supply their phone number in the event of the session being disconnected and will document information prior to the start of session including but not limited to:

- The client's current location
- An emergency contact person in the event of a crisis or emergency to assist in addressing the situation
- Best contact information for the client

In the event of technical problems when the client is not in crisis or an emergency situation, the client should disconnect from the telebehavioral health session, wait approximately one minute, and then attempt to re-connect to the platform.

Fees: Fee rates for telebehavioral health services are the same rates as in-person services. Not all insurance and managed care providers cover therapy sessions conducted via electronic devices. If a client's insurance, HMO, third party payor, or other managed care provider does not cover telehealth services, the client will be financially responsible for services rendered under ABC of NC's usual and customary rates. Clients should contact their insurance provider(s) prior to service delivery to determine if there is telebehavioral health coverage. In the event of technological failure during a telebehavioral health session and connection is unable to resume, the client will be charged the prorated amount of the service received.

Record Keeping: ABC of NC's telebehavioral health services shall not be video and/or audio recorded in any manner unless agreed upon by both parties. ABC of NC will maintain documentation of all sessions in accordance with our policies, codes of ethics, and laws.

This consent is intended as a supplement to ABC of NC's Client Rights, Responsibilities, and Informed Consent and does not amend any terms of that agreement.

Consent to telebehavioral health: I, _____, verify that I have been informed and understand the benefits and risks associated with the use of telebehavioral health services with ABC of NC. I understand the confidentiality of my child's private health information may be compromised when sent through electronic transmission. I agree to the terms listed above and consent to participate in ABC of NC's telebehavioral health platform, including school and related services and/or outpatient/in-home behavioral health services. I understand that I am agreeing and consenting to services that ABC of NC staff are qualified to provide within their scope of education, training, and licensure/certification.

Do not consent to telebehavioral health: I _____, decline to participate in telebehavioral health and educational services. I understand that receiving no treatment may result in increased risk to my child and/or family. I understand that I may still contact my provider by phone or email for consultation.

If client is under the age of 18, or is unable to consent to treatment, a parent/legal guardian may attest legal authorization to initiate and consent on behalf of the individual.

Client Name

Date

Client Signature or Legal Parent/Guardian Signature