WILLIAM P. BRENNAN, LMHC, CAP
570 Memorial Circle, Suite 150, Ormond Beach, FL 32174
711 Ciara Creek Cove, Suite 1001, Longwood, FL 32750 | Phone (386) 473-3290 Fax (386) 672-9251

Telebehavioral Health Policies, Consent, Procedures

INTRODUCTION OF TELEBEHAVIORAL HEALTH

As a client or patient receiving behavioral services through William P. Brennan, L.M.H.C., C.A.P., I understand that Telebehavioral health is the delivery of behavioral health services using interactive technologies (telephone only or audio and video) between a provider and a client/patient who are not in the same physical location.

DOXY.ME

Effective March 18, 2020, William P. Brennan will be available for teletherapy sessions through Doxy.me. Doxy.me was designed and built to support the workflow of healthcare providers and that includes following necessary rules and regulations associated with HIPAA (your privacy). Doxy.me enables Covered Entities to be compliant with HIPAA in several ways:

- Does not permanently store Protected Health Information (no recording of sessions at all)
- Operates according to the Privacy and Security Rules
- Conducts risk analysis and management to protect your privacy
- Has disaster preparation plans in place
- Partakes in ongoing training for all required staff
- Has a Privacy and Security officer
- William P. Brennan has a signed Business Associates Agreement in place with Doxy.me effective March 16, 2020

TECHNOLOGY REQUIREMENTS

1. Doxy.me does not require download of any software or applications.
2. I understand that when I request a teletherapy visit I will receive a text message with a single button press to “check in.”
3. At this point the system will request access to my camera for video, and to proceed I will need to grant access to video calling.
4. Once these steps are in place, I will stand by until my provider initiates the session. Any problems with this process are relatively simple to fix by phone. Should the process be confusing or should I not have the technology needed to proceed, I can request a phone consultation. However, phone consultations are considered to be brief check-ins and NOT psychotherapy.
5. During my telebehavioral health consultation, details of my medical history and personal health information may be discussed with myself or my provider using interactive video, audio or other telecommunications technology. I understand that this information is NOT stored and is permanently deleted immediately at the end of my interaction with my provider.

SELF-TERMINATION

I may decline any telebehavioral health services at any time without jeopardizing my access to future care, services, and benefits.

RISKS OF TECHNOLOGY

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. I understand that Doxy.me does not store any personal information or electronic communications. The only information we need to provide will be your cell phone number, which is deleted by Doxy.me immediately after your session.

COVID-19 EMERGENCY PROTOCOL

Teletherapy services are being provided as a means for ensuring the emotional and mental stability of our patients during the COVID-19 outbreak only. As has always been the case, we will always hold the power of face to face interactions in the highest regard. As we move forward with more important adjustments to COVID-19 your provider will discuss ongoing treatment options.

By initialing the following, I understand that teletherapy with William P. Brennan is not intended to be a long-term psychotherapy option and once we return to business as usual, face to face appointments will be the gold standard for our practice as has always been the case.

Initial here:

PHONE ONLY COMMUNICATION

My provider may utilize alternative means of communicating with me in the event I do not have access to video technology via computer/smart phone. Medicare will be covering services provided by phone only, but the rules are more specific.

1. Phone conversations are NOT considered psychotherapy and instead are called E-Visits. These range in time from 5-10 minutes, 11-20 minutes, and 21+ minutes within a seven day time frame depending on the code submitted by your provider.
2. Phone communication must be initiated by me, the patient.
3. I understand that e-visits/telephone communications cannot be considered a psychotherapy session and will by nature be shorter than a standard therapy visit.
4. I also understand that teletherapy is ALWAYS preferred to brief e-visits.

E-MAIL COMMUNICATION

To protect the privacy of our patients, William Brennan WILL NOT be offering communication via email. Please be patient during this difficult time and leave a detailed message with our staff or voicemail. We will respond to phone calls as quickly as possible and most often within 24 hours.

RECORD KEEPING

As has always been the case, my provider will document our communications in writing in your physical chart. No communications will be recorded or saved electronically. I understand that my telebehavioral consultation(s) will not be recorded or stored electronically as part of my medical records. I understand that consultations, test results, and disclosures will be held in confidence subject to state and/or federal law. I hereby authorize these disclosures to take place without prior written consent.

LAWS AND STANDARDS

The laws and professional standards that apply to in-person behavioral services also apply to telehealth services. I authorize information related to my medical and behavioral health to be electronically transmitted in the form of images and data through an interactive video connection to and from the above-named provider, other persons involved in my health care, and the staff operating the consultation equipment.

EQUIPMENT

I represent that I am using my own equipment to communicate and not equipment owned by another, and specifically not using 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.

IDENTIFICATION

I understand that I will be informed of the identities of all parties present during the consultation or who have access to my personal health information and of the purpose for such individuals to have such access.

TELEBEHAVIORAL HEALTH PROCESS

My health care provider has explained how the telebehavioral health consultation(s) is performed and how it will be used for my treatment. My behavioral provider has also explained how the consultation(s) will differ from in-person services, including but not limited to emotional reactions that may be generated by the technology.

ELECTRONIC PRESENCE

In brief, I understand that my provider will not be physically in my presence. Instead, we will hear and or see each other electronically.

LIMITATIONS

Regardless of the sophistication of today's technology, some information my provider 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 provider to understand my problems and to help me get better. My provider will be unable to physically touch me or to render any emergency assistance if I experience a crisis.

RISKS

I understand that telebehavioral 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 the event of communication difficulties, I agree to wait for a phone call from my provider rather than attempting to phone the office.

RELEASE OF INFORMATION

As has always been the case for insurance billing by William P. Brennan, I authorize the release of any information pertaining to me determined by my provider, my other health care providers or by my insurance carrier to be relevant to the consultation(s) or processing of insurance claims, including but not limited to my name, Social Security number, birth date, diagnosis, treatment plan and other clinical or medical record information. Release of information for purposes other than insurance billing will continue to require an actual signature on paper. This will be addressed with my provider as needed.

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 providers. 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 provider, my provider may be required to report to the authorities information suggesting that I have engaged in behaviors that endanger myself or 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 telebehavioral health consultation(s) does not necessarily eliminate my need to see a specialist in person, and I have received no guarantee as to the telebehavioral consultation's effectiveness.

EMERGENCY CARE

I acknowledge that if I am facing or if I think I may be facing an emergency situation that could result in harm to me or to another person, I am not to seek a telebehavioral consultation. Instead, I agree to seek care immediately through my own local health care provider or at the nearest hospital emergency department or by calling 911.

TELEPHONE NUMBER RELEASE OF LIABILITY

I unconditionally release and discharge William P. Brennan and his or her designees from any liability in connection with my participation in the remote consultation(s).

FINAL AGREEMENT

This document does not replace other agreements, contracts, or documentation of informed consent that I have already completed for William P. Brennan. Confirmation of Agreement. I have read this document carefully and

fully understand the benefits and risks. I have had the opportunity to ask any questions I have and have received satisfactory answers. With this knowledge, I voluntarily consent to participate in the telebehavioral consultation(s), including but not limited to any care, treatment, and services deemed necessary and advisable, under the terms described herein.

ACCEPTANCE OF AGREEMENT

Signature	Name	Date