OceanHawk Counseling Alternatives llc
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6. TeleTherapy Consent

Introduction of TeleTherapy

As a client or patient receiving behavioral services through OceanHawk Counseling Alternatives LLC, I understand:

- ☐ TeleTherapy is the delivery of behavioral health services using interactive technologies (use of audio, video or other electronic communications) between a practitioner and a client/patient who are not in the same physical location.
- ☐ The interactive technologies used by TheraNest contains security protocols to protect the confidentiality of client/patient information transmitted via any electronic channel. These protocols include measures to safeguard the data and to aid in protecting against intentional or unintentional corruption.

Software Security Protocols:

- ☐ Electronic systems used 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.

Benefits & Limitations:

- ☐ This service is provided by technology (including but not limited to video, phone, text, apps and email) and does not involve direct face to face communication. There are benefits and limitations to this service.

Technology Requirements:

- ☐ I will need access to, and familiarity with, the appropriate technology in order to participate in the service provided.
- ☐ 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.

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 teletherapy counseling session, 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 other telecommunications technology.

Self-Termination:

- ☐ I may decline any TeleTherapy health services at any time without jeopardizing my access to future care, services, and

benefits.

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.

Practitioner Communication:

- [ ] My practitioner may utilize alternative means of communication in the following circumstances: phone, text, or email

Laws & Standards:

- [ ] The laws and professional standards that apply to in-person behavioral services also apply to telehealth services. This document does not replace other agreements, contracts, or documentation of informed consent.

Electronic Transmission of Information:

- [ ] I agree to participate in technology-based consultation and other healthcare-related information exchanges with my counselor. This means that I authorize information related to my medical and behavioral health to be electronically transmitted in the form of data through an interactive video connection to and from the above-named practitioner, other persons involved in my health care, and the staff assisting with setting clients up with a client portal.

Mobile Application:

- [ ] It may also mean that my private health information may be transmitted from my practitioner's mobile device to my own or from my device to that of my practitioner via an 'application" (abbreviated as "app") via TheraNest.

- [ ] 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.

Electronic Presence:

- [ ] 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.

Limitations:

- [ ] Regardless of the sophistication of today's technology, some information my practitioner would ordinarily get in an in-person session may not be available in teletherapy. Body language, for example. 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.

Risks:

- [ ] I understand that teletherapy is a new delivery method for professional services 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 a physical examination may be performed by individuals at my location at the request of the consulting practitioner.

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 the authorities information suggesting that I have engaged in behaviors that endanger others.

Emergency Care:

- [ ] I acknowledge, however, 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 teletherapy consultation. Instead, I agree to seek care immediately through my own local health care practitioner or at the nearest hospital emergency department or by calling 911.

Release of Liability:

- [ ] I unconditionally release and discharge my therapist and OceanHawk Counseling Alt LLC from any liability in connection with my participation in the remote consultation(s).

Final 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 TeleTherapy counseling services including but not limited to any care, treatment, and services deemed necessary and advisable, under the terms described herein.

Type your name as an electronic signature

Signature:

Consent to treat a minor:

Signature for Minor:

Minor's Name and Date of Birth: