

## CONSENT FOR USE OF TELEPSYCHIATRY

**This Consent for Use of Telepsychiatry contains important information about the delivery of psychiatric services using the phone or the Internet. Please read this carefully and let me know if you have any questions. When you sign this document, it will represent an agreement between us.**

### What It Is

Telepsychiatry is the delivery of mental health assessment and treatment, including medication management and psychotherapy, remotely through the use of audio and visual technology over a secure teleconferencing platform. It may also involve the electronic prescribing of medications directly to a specified pharmacy. It is distinct from traditional face-to-face encounters because the provider and patient are accessing a shared teleconference from separate physical locations.

### Benefits

When I deem that telepsychiatry may be clinically appropriate, it can be more convenient than commuting to the office for face-to-face visits. It also aids in efforts to slow the spread of the COVID-19 pandemic that is currently in process. Telepsychiatry helps to lower the risk of infections to myself and my patients.

### Risks

The main risks of telepsychiatry occur when the technology (speakers, microphones, cameras, internet, and teleconferencing and electronic prescription software) malfunctions. These malfunctions can possibly lead to breaches in security, impairment of communication between us, impairment in my ability to assess the you and ultimately can lead to errors in clinical decision-making. Remote visits may also make it more difficult for me to arrange for emergency care if I believe you are experiencing a crisis. There is also potential for other people to overhear our communication if you are not in a private place during the appointment. I will take reasonable steps to ensure your privacy on my end, but it is important for you to make sure you find a private place where you will not be interrupted. It is also important for you to protect the privacy of our appointment on your cell phone or other device. While many states acknowledge telepsychiatry visits as equivalent services to face-to-face visits, private insurance carriers may vary in their reimbursement of these visits. **By signing this consent form you acknowledge these risks and do not hold me liable for any inconveniences or adverse outcomes that come as a result of these above risks.**

### Electronic Communications

You and I will decide together which kind of telepsychiatry service to use. Certain computer or cell phone systems may be required to use telepsychiatry services. You are solely responsible for any cost to you to obtain any necessary equipment, accessories, or software to take part in telepsychiatry.

### Confidentiality

I have a legal and ethical responsibility to make my best efforts to protect all communications that are a part of our telepsychiatry. However, the nature of electronic communications technologies is such that I cannot guarantee that your communications will be kept confidential or that other people may not gain access to your communications. I will try to use updated encryption methods, firewalls, and back-up systems to help keep your information private, but there is a risk that your electronic communications may be compromised, unsecured, or accessed by others. You should also take reasonable steps to ensure the security of your communications (for example, only using secure networks for telepsychiatry sessions and having passwords to protect the device you use for telepsychiatry).

The extent of confidentiality and the exceptions to confidentiality that I have outlined in the Informed consent/Notice of Office Policies and Procedures, and Notice of Privacy Policy still apply in telepsychiatry. Please let me know if you have any questions about exceptions to confidentiality.

### **Alternatives**

Participation in telepsychiatry is voluntary. You may withdraw your consent at any time, including during a visit. If you withdraw your consent during a visit, you agree to continuing the visit over telephone and acknowledge that the lack of visual assessment may further impair my ability to assess and treat you. It is also possible that telephone visits may not be reimbursed at the same rate by your insurance carrier as face-to-face visits. **By signing this consent you still accept responsibility for payment for your appointment if this occurs.** In addition to audio-only visits by phone, you may also opt to postpone your appointment to a later date if not clinically urgent. If the session is interrupted and you are not having an emergency, we will both disconnect from the session and then reconnect via the telepsychiatry platform. If you and I are unable to reconnect within two (2) minutes, then call the office phone number (512-861-2907) if I have not already called you first. If there is a technological failure and you are unable to resume the connection, you will only be charged the prorated amount of actual session time.

We will create an emergency plan before engaging in telepsychiatry services. However, if you are experiencing an emotional or medical emergency, are in crisis, or are a danger to yourself or others, you should call 911 immediately or report to the nearest emergency room or psychiatric hospital for urgent assessment and treatment. For patients in the Austin, Texas area, there is a psychiatric emergency department located in the emergency room at the Dell Seton Medical Center at UT.

### **Consent for the Use of Telepsychiatry:**

- You attest that you have read, understood and agree with the above risks, benefits and alternatives and agree to conducting appointments with Latham Fink, M.D., Ph.D., remotely through telepsychiatry.
- You agree that if Dr. Fink believes you to be in a psychiatric or medical crisis, he may call 911 to arrange for your emergency care on your behalf.
- You agree not to record visits or allow others to listen to or see your visits without the acknowledgement and agreement of Dr. Fink.
- You acknowledge that Dr. Fink does not consent to being recorded and will not be recording your visit.
- You acknowledge that you are responsible for providing your own secure internet connection and personal device with camera, microphone and speakers and that these are functional at the time of your visit.
- You agree that all other policies you have previously agreed to (as outlined in the Notice of Office Policies and Procedures) for face-to-face treatment still apply to telepsychiatry appointments.
- You agree to be physically located in the state of Texas for telepsychiatry appointments.
- You agree that all of the above has been explained to your satisfaction and that you have had the opportunity to ask or clarify any of the above points that were unclear to you.