



CareConnected

Telephonic Cognitive Behavioral Therapy (TeleCBT)

FORM A-INFORMED CONSENT

Introduction: Please review the information in this document thoroughly, as it explains several important aspects of treatment by Care Connected. Although this document is long and complex, it is important that you read and understand its content, and that you ask any questions you may have before signing the form. Telephonic Cognitive Behavioral Therapy (TeleCBT) is the provision of distance mental health support services through a technology-assisted environment, including: through an interactive video, telephone connection, or video conferencing. State and federal laws and professional standards that apply to regular psychological services apply to TeleCBT services. Prior to receiving TeleCBT treatment and related services at Care Connected, it is important for you to have an understanding of what these services involve and to freely agree to participate in them. Currently, TeleCBT services provided through Care Connected include consultation, psychological education, counseling, and psychotherapy services with a TeleCBT trained, licensed psychologist, licensed counselor, or marriage and family therapist via telephonic communication. Each patient will be assigned a TeleCBT provider licensed in the state the patient resides in. It is important that in considering this service, you understand that distance mental health support services have limitations when compared to in-person sessions. You must also take into consideration that TeleCBT is not appropriate if you are experiencing a crisis or having suicidal or homicidal thoughts and/or intent. In an effort to determine whether TeleCBT is appropriate for your needs, please be aware that Care Connected TeleCBT providers will conduct an initial assessment to help you determine whether you can benefit from this service. If at the time of your initial assessment it is determined that you require mental health services other than TeleCBT, you will be offered appropriate resource information to help you meet your needs. You may decline any TeleCBT services at any time without jeopardizing access to future care, services, and benefits.

Confidentiality: All information disclosed within sessions and the written records pertaining to those sessions are confidential and may not be revealed to anyone without your written permission, except where disclosure is required by law. In addition to the explanation of confidentiality provided in this informed consent packet, the law requires Care Connected to provide you with an official **Notice of Privacy Practices**. This notice is provided separately, as part of this intake packet.

When Disclosure Is Required By Law: You understand that Care Connected TeleCBT providers are considered mandated reporters under federal and state law, and as such, under the law, and regardless of what form of communication you use in working with your provider, your provider may be required to report certain information to the authorities. You understand that all incidents of actual or suspected child abuse or neglect, elder abuse, and dependent adult abuse fall under the mandated reporter law. The law also requires that incidents of threatened harm to self or others be reported. Additional instances include where you present as a danger to myself, to others, to property, or if you are gravely disabled.

When Disclosure May Be Required: Disclosure may be required pursuant to a legal proceeding by or against you. If you place your mental status at issue in litigation initiated by yourself, the defendant may have the right to obtain the TeleCBT records and/or testimony by your TeleCBT provider. You authorize the release of any information pertaining to you, determined by your provider or by your insurance carrier to be relevant to the consultation(s) or processing of insurance claims, including but not limited to your name, social security number, birth date, and clinical or medical record information.

Health Insurance & Confidentiality of Records: At this time, Care Connected does not accept insurance for self-pay patients. However, we intend to do so in the future. Thus, it is important that you understand that disclosure of confidential information may be required by your health insurance carrier in order to process



CareConnected

Telephonic Cognitive Behavioral Therapy (TeleCBT)

claims.

Fees and Payment: You will have a one-time fee of \$149.99 for your initial session (clinical intake interview). Your fee for individual 50-minute sessions will be \$124.99 each. Payment of this fee needs to be made prior to the beginning of each session in full unless other arrangements have been made. You may choose to pay online through the Care Connected website via credit card or PayPal. If you wish to seek reimbursement for TeleCBT services from your health insurance company, please contact your insurance company to find out their limits of coverage for mental health services. You will also want to determine limits of reimbursement and deductibles. At this time, Care Connected is able to provide you with a Superbill (provided at the end of each month) or invoice (automatically created when an online payment is made) that you may submit to your insurance carrier for reimbursement. If your insurance carrier requires a diagnostic code, your TeleCBT provider will discuss your diagnosis with you before information is submitted for their review.

Litigation Limitation: Due to the nature of the therapeutic process and the fact that it often involves making a full disclosure with regard to many matters that may be of a confidential nature. It is agreed that should there be legal proceedings, such as, but not limited to, divorce and custody disputes, injuries, lawsuits, etc., neither you nor your attorneys, nor anyone else acting on your behalf, will call on your provider to testify in court, or at any other proceeding, nor will a disclosure of the TeleCBT records be requested unless otherwise agreed upon.

Consultation: TeleCBT providers consult regularly with other health professionals regarding treatment; however, patient identity remains completely anonymous, and confidentiality is fully maintained.

E - Mails, Cell phones, Computers and Faxes: When providing TeleCBT services, Care Connected will adhere to confidentiality as indicated by the Health Insurance Portability and Accountability Act (HIPAA). However, please understand that unless both the TeleCBT provider and the participant are using landline phones, the conversation is not completely confidential. TeleCBT providers will make every possible effort to ensure your confidentiality. In addition, when contacting you via phone for TeleCBT sessions, your TeleCBT Provider will take steps to verify your identity (i.e., date of birth or assigned case number). In general, computers, e-mail, and cell phone communication can be relatively easily accessed by unauthorized people and hence can compromise the privacy and confidentiality of such communication. E-mails, in particular, are vulnerable to such unauthorized access because servers have unlimited and direct access to all e-mails that go through them. Care Connected e-mails are not encrypted; however, computers are equipped with firewall and virus protection, a password, and confidential information on company computers is regularly backed up. You agree to notify your provider if you decide to avoid or limit in any way the use of any or all communication devices, such as e-mail, cell-phone or faxes.

Records and Your Right to Review Them: Both the law and the standards of TeleCBT providers profession require that providers keep appropriate treatment records for at least 7 years. If you have concerns regarding the treatment records you agree to discuss them with your provider. You understand that you are ordinarily guaranteed access to your medical records and that copies of records of consultation(s) are available to you upon receipt of your written request. You also understand, however, that if your provider, in the exercise of professional judgment, concludes that providing your records to you could threaten the safety of a human being, yourself or another person, he or she may rightfully decline to provide them. If such a request is made and honored, you understand that you retain sole responsibility for the confidentiality of the records released to you and that you may have to pay a reasonable fee to get a copy. Additionally, you understand that your records may be used for TeleCBT program evaluation, education, and research, and that you will not be personally identified if such a use occurs. You hereby authorize these disclosures to take place without prior written



consent.

The Process of Therapy/Evaluation and Scope of Practice: Participation in therapy can result in a number of benefits to you, including improving interpersonal relationships and resolution of the specific concerns that led you to therapy. TeleCBT requires your active participation and honesty to increase the potential benefits of treatment. Your provider will regularly ask for your feedback and views on TeleCBT services, your progress, and other aspects of the therapy. In general, participation in mental health support services can often lead to the recollection and/or discussion of unpleasant events, feelings, or thoughts, which can trigger considerable discomfort, or strong feelings of anger, sadness, worry, fear, etc. It is also possible that you may experience psychological distress, including, but not limited to, anxiety, depression, insomnia, etc. TeleCBT may result in decisions about changing behaviors, employment, substance use, schooling, housing or relationships. Change will sometimes be easy and swift, and sometimes it may be slow and frustrating. There is no guarantee that TeleCBT will yield positive or intended results. During the course of services, your provider is likely to draw on various approaches for the purpose of enhancing your treatment and to assist you in achieving goals. Throughout the course of your participation in TeleCBT services, you may choose not to answer a question at any time. Any refusal to participate in the consultation(s) will not affect your continued treatment, and no action will be taken against you. Your diagnosis will depend on information available and provided, and your treatment will depend on your diagnosis, so if you withhold information, you assume the risk that a diagnosis might not be made or might be made incorrectly. Were that to happen, your treatment might be less successful than it otherwise would be, or it could fail entirely.

TeleCBT services are a new form of treatment, in an area not yet fully validated by research, and that it has potential risks, possibly including some that are not yet recognized. Among the risks that are presently recognized are the possibilities 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 sessions, and that the information will be intercepted by an unauthorized person or persons. The alternatives to TeleCBT services will be explained to you, including their risks and benefits, as well as the risks and benefits of doing without treatment. You understand that TeleCBT services do not necessarily eliminate your need to see a specialist in person, and you have received no guarantee as to the effectiveness of TeleCBT services. You understand that you are not entitled to royalties or to other forms of compensation for participation in TeleCBT services.

Discussion of Treatment Plan: Your TeleCBT provider will discuss his/her working understanding of the problem, treatment plan, therapeutic objectives and his/her view of the possible outcomes of treatment. If you have any unanswered questions about any of the procedures used in the course of your therapy, their possible risks, your provider's expertise in employing them, or about the treatment plan, you will ask and will be answered fully. You also have the right to ask about other treatments for your condition and their risks and benefits. If you could benefit from any treatment that your provider does not provide, he/she has an ethical obligation to assist you in obtaining those treatments.

Termination: You understand that at any time, TeleCBT services can be discontinued either by you or your designee or by your TeleCBT provider. If you choose to discontinue services, your provider will assist you in finding names and contact information of other qualified professionals whose services you might prefer. If at any point during TeleCBT your provider assesses that he/she is not effective in helping you reach the treatment goals, he/she is obligated to discuss it with you and, if appropriate, should discontinue treatment. In such a case, your provider will give you a number of referrals that may better suit your needs. If at any time you want another professional's opinion or wish to consult with another therapist, your provider will assist you in finding someone qualified upon your request, and with your written consent, will be able provide him/her with the



essential information needed.

Dual Relationships: Not all dual or multiple relationships are unethical or avoidable. Therapy never involves any other dual relationship that impairs my provider’s objectivity, clinical judgment or can be exploitative in nature. Your provider will assess carefully before entering into non-exploitative dual relationships with you. Your provider will discuss with you the often-existing complexities, potential benefits and difficulties that may be involved in dual or multiple relationships. Dual or multiple relationships can enhance trust and therapeutic effectiveness but can also detract from it. It is your responsibility, to communicate to your provider, if the dual or multiple relationships become uncomfortable for you in any way. Your provider will always listen carefully and respond accordingly to your feedback and will discontinue the dual relationship if found it is interfering with the effectiveness of the therapy or your welfare, you can do the same at any time.

Cancellation: Since the scheduling of an appointment involves the reservation of time specifically for you, you acknowledge there is a minimum of 24 hours (1 day) notice for re-scheduling or canceling an appointment. Failure to cancel or reschedule an appointment without providing at least 24 hours will be considered a “no-show” and will result in a \$40 no-show fee.

Telephone and Emergency Procedures: Potential benefits of TeleCBT include increased accessibility to psychological care. Possible disadvantages of TeleCBT include varying time zones, cultural differences, language barriers, unexpected phone service problems, and strength of internet connection, which may affect the delivery of services. As a TeleCBT participant, you may provide off-line contact information in case of a technology breakdown, or if reconnection is not possible once a call is unexpectedly interrupted. In addition, you understand that Care Connected TeleCBT providers are available during business hours only. If you need to contact your provider between sessions, you understand that you can leave a message on the answering service 858-249-8565, and your call will be returned as soon as possible and during business hours. This voicemail box will be checked a few times throughout the day, on workdays.

If there is an emergency during your participation in TeleCBT services in which your provider becomes concerned about your personal safety, the possibility of you injuring someone else, or about receiving proper psychiatric care, he/she will do whatever he/she can within the limits of the law, to prevent you from injuring yourself or others, and to ensure that you receive the proper medical care. This includes contacting local authorities and/or emergency services in your area of residence in an effort to ensure your safety and the safety of others.

Responsibilities as a TeleCBT Participant: With regard to emergencies, you acknowledge that if you are facing or if you think you may be facing an emergency that could result in harm to you or to another person, you are not to seek TeleCBT services. Instead, you agree to seek care immediately through your own local health care provider or at the nearest hospital emergency department or by calling 911. You agree to inform your TeleCBT provider immediately, if you should experience a mental health emergency during a TeleCBT session. Mental health emergencies include, but are not limited to, the experience of hallucinations and/or delusions, suicidal and/or homicidal thoughts or intent, thoughts about causing harm to yourself or others. If, at any time, you should experience a mental health or life-threatening emergency, you agree to call 911, a local mental health crisis hotline, to access the free National Suicide Prevention Hotline at 1-800-273-8255, or to go to a local hospital emergency room.



CareConnected

Telephonic Cognitive Behavioral Therapy (TeleCBT)

Form B-NOTICE OF PRIVACY PRACTICES

The Health Insurance Portability and Accountability Act of 1996 is United States legislation that provides data privacy and security provisions for safeguarding medical information. This notice describes how medical information about you may be used and disclosed and how you can get access to this information. It should be reviewed with care.

Care Connected TeleCBT Providers and their associates are required by federal and state law to maintain the privacy of your health information, as well as give you this notice about privacy practices, legal obligations, and your rights concerning your health information, “Protected Health Information” (PHI). TeleCBT Providers and their associates must follow the privacy practices that are described herein, and these practices may be amended as needs or requirements change. For further clarification of anything noted in this document, please contact Care Connected TeleCBT at 858-249-8565.

TeleCBT providers will make every possible effort to ensure your confidentiality. In addition, when contacting you via phone for TeleCBT sessions, your TeleCBT Provider will take steps to verify your identity (i.e., date of birth or assigned case number). In general, computers, e-mail, and cell phone communication can be relatively easily accessed by unauthorized people and hence can compromise the privacy and confidentiality of such communication. E-mails, in particular, are vulnerable to such unauthorized access because servers have unlimited and direct access to all e-mails that go through them. Care Connected e-mails are not encrypted; however, computers are equipped with firewall and virus protection, a password, and confidential information on company computers is regularly backed up. You agree to notify your provider if you decide to avoid or limit in any way the use of any or all communication devices, such as e-mail, cell phone or faxes.

Uses and Disclosures of Your Protected Health Information: The following will explain the ways in which your health information may be used *without your consent* under Federal and State law. In all cases, TeleCBT Providers practices disclosing minimum information necessary to achieve the purpose of said disclosure. This is not intended to be an exhaustive list, but instead an explanation of cases and scenarios where disclosure of PHI may be necessary falling under general categories. These disclosures exclude psychotherapy notes as described in the next section.

Treatment: TeleCBT Wellness Providers and their associates may use and disclose information related to your treatment to members of your current treatment team for the purposes of continuity of care and to coordinate and manage your healthcare and related services.

Payment: TeleCBT Wellness Providers and their associates may use and disclose information in your protected health record for billing purposes with your insurance plan. Your insurer may require certain information about your treatment prior to authorizing payment for services.

Health Care Operations: These include quality improvement activities, consultation with colleagues, licensing, and credentialing activities.

In the event of an emergency, your protected health information may be disclosed in order to allow for your treatment and care.

When required by law, your protected health information will be disclosed.

Uses and Disclosures Requiring your Written Consent:

Notes recorded by TeleCBT Providers and their associates, documenting the contents of your session (Session Notes), will be used only by your wellness providers and will not otherwise be used or disclosed without your written authorization. Marketing activities will never include your protected health information without your written approval. Any disclosure to individuals not directly involved in your treatment or care (i.e.: your attorney, school, etc.) will require your written authorization for release of PHI.



CareConnected

Telephonic Cognitive Behavioral Therapy (TeleCBT)

Note: Your “authorization” to release PHI may be revoked at any time by providing that the revocation be in writing. This revocation will go into effect when the written notice has been personally received and reviewed.

Your Rights Regarding Your Health Information:

Right to Inspect and Copy: You have the right to inspect and copy your medical and billing records, but not your psychotherapy notes. All requests of this nature must be made in writing. There will be a fee associated with copying records and mailing records if you chose to receive them via mail.

Right to Request Confidential Communications: You have the right to request that TeleCBT Wellness Providers and their associates communicate with you only in a certain location or through a certain method (i.e. at work only, or through email, etc.) All requests must be received in writing and reasonable requests will be honored. A reason for the request is not necessary, but we do need to know the specifics on where and how you wish to be contacted.

Right to Request Restrictions: You have the right to request a restriction on the health information that is used or disclosed about you for treatment, payment, or health care operations. Requests for restrictions must be submitted in writing. We are not required to agree with your requested restriction, however, TeleCBT Wellness Providers and their associates will honor your request unless the restricted health information is needed to provide you with emergency treatment.

Right to Accounting of Disclosures: You have the right to request to be provided with an accounting of the disclosures that have made of your protected health information. This request must be made in writing and will not include disclosures made for the purposes of treatment, payment, and health care operations.

Right to Request an Amendment: You have the right to request amendment of your health information. Your request must be made in writing and should detail the reason for the requested amendment. This request may be denied in certain circumstances.

Right to a Paper Copy of this Notice: You have the right to obtain a paper copy of this Notice of Privacy Practices at any time.

Questions or Complaints: Any questions or complaints regarding your privacy rights should be addressed with the Privacy Officer, TeleCBT Wellness Provider. You may also contact the Secretary of the U.S. Department of Health and Human Services. You will not be retaliated against should you chose to complain to TeleCBT Wellness Providers and their associates, or an outside agency.

This notice is effective April 14, 2003. It may be amended at any time, and the revision will be effective for all PHI maintained. In the event of an amendment, a new notice will be posted and you may request a copy of the revised notice.



Telephonic Cognitive Behavioral Therapy (TeleCBT)

FORM C-Consent to Participate in Care Connected TeleCBT Services

If you prefer to mail in this form, rather than complete online, please fold and mail back THIS PAGE ONLY (FORM C) to: 5030 Camino De La Siesta, Suite #304, San Diego, CA 92108 Attn: Lui Elias

I, _____ (print full name), have read and understand all information included in this informed consent packet (**Form A**). I confirm that I have also been provided with a **Health Insurance Portability and Accountability Act (HIPAA) Notice of Privacy Practices (Form B)**. I agree to and understand the parameters of confidentially indicated in this packet and concede to the inclusions and exclusions of the services rendered through TeleCBT by Care Connected. I authorize for protected health information related to my medical, mental health, and health care to be electronically transmitted in the form of images, audio, telephone, fax, email, internet and data through an interactive telephone connection to my provider, other persons involved in my health care, and the staff operating the consultation equipment.

Based on the information included in this informed consent packet, I have a good understanding of how TeleCBT services are performed and how they will be used for my treatment. I understand how the services differ from in-person services, including but not limited to, emotional reactions that may be generated by the technology. I understand that my TeleCBT Provider will adhere to the ethical practice and legal guidelines set forth by their state of licensure and relevant governing boards. I have a clear understanding that my provider will not be physically in my presence, but will be licensed to provide services in the state I reside in. Instead, we will hear each other electronically. Some information my provider would ordinarily get in face-to-face consultation may not be available through TeleCBT. 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 with my mental health needs.

My signature below indicates that I have read the Informed Consent (Form A) and the Notice of Privacy Practices (HIPAA) (Form B). I understand them and agree to comply with them and would like to proceed with my TeleCBT sessions. Care Connected staff has my permission to contact me and leave confidential messages at the contact phone numbers I have provided on this form.

TeleCBT Preferred Contact Number

Alternative/Emergency Contact Number

Name of Alternative/Emergency Contact and Relationship

YOUR NAME (PLEASE PRINT)

SIGNATURE

DATE