

TELEPSYCHIATRY INFORMED CONSENT

Telepsychiatry is the delivery of psychiatric services using interactive audio and visual electronic systems where the psychiatrist and the patient are not in the same physical location. Due to COVID-19 health concerns, all patients have been transitioned from in-person sessions to telepsychiatry. Telepsychiatry services may include evaluation, assessment, consultation, treatment planning, as well as counseling and will occur through a HIPAA compliant video platform called SPRUCE. The interactive electronic systems used by SPRUCE incorporate network and software security protocols to protect the confidentiality of patient information and audio/visual data. These protocols include measures to safeguard the data and to aid in protecting against intentional or unintentional corruption.

Potential Telepsychiatry Benefits:

- Increased accessibility to psychiatric care.
- Patient convenience.

Potential Telepsychiatry Risks:

- Information transmitted may not be sufficient (*e.g.*, poor resolution of video) to allow for appropriate medical decision-making by Dr. Maaty.
- Delays in psychiatric evaluation and treatment could occur due to deficiencies or failures of the equipment.
- Security protocols can fail, causing a breach of privacy of my confidential medical information.
- In rare cases, a lack of access to all the information that might be available in a face-to-face visit, but not in a telepsychiatry session, could result in the omission of care involving other health problems or possible adverse drug interactions.

If I decide that the benefits outweigh the risks, I will contact Dr. Maaty who will send me a link to download the SPRUCE app onto my phone or tablet. At my appointment time, Dr. Maaty will call me using the SPRUCE video feature.

My Rights:

- (1) I understand that all laws protecting the privacy and confidentiality of medical information also apply to telepsychiatry.
- (2) I understand that all the New Jersey rules and regulations which apply to psychiatry also apply to telepsychiatry.
- (3) I understand that Dr. Maaty has the right to withhold or withdraw his consent for the use of telepsychiatry at any time during the course of my care.
- (4) I understand that I have the right to withhold or withdraw my consent for the use of telepsychiatry at any time during the course of my care, and withdrawal of my consent will not affect any future care or treatment from Dr. Maaty.

My Responsibilities:

- (1) I understand that I must be physically within New Jersey to be eligible for telepsychiatry, and that Dr. Maaty can send prescriptions for medications only to New Jersey pharmacies or addresses. I will inform Dr. Maaty as soon as my session begins of my physical location.
- (2) I will ensure the proper configuration and functioning of all my electronic equipment prior to my session because the tablet or mobile telephone I use must have working camera and audio input so that Dr. Maaty can see and hear me in real time.
- (3) I will not record any telepsychiatry sessions without written consent Dr. Maaty, and I understand that Dr. Maaty will not record any of our telepsychiatry sessions without my written consent.
- (4) I will inform Dr. Maaty as soon as my session begins if any other person can hear or see any part of our session.
- (5) If I lose my connection during a session, Dr. Maaty will call me again via SPRUCE.
- (6) If the audio I am receiving during a telepsychiatry session is not complete and clear, I will attempt to let Dr. Maaty know in order to schedule a new appointment.
- (7) I understand that it is important to use a secure internet connection rather than public/free Wi-Fi.
- (8) I understand that I must confirm with my insurance company that the video sessions will be reimbursed; if they are not reimbursed, you will remain responsible for full payment at the time of service as usual.

Patient Consent to the Use of Telepsychiatry

I have read and understand the information provided above regarding telepsychiatry. I hereby give my informed consent for the use of telepsychiatry in my medical care and authorize Dr. Maaty to use telemedicine in the course of my diagnosis and treatment. I agree to hold Dr. Maaty harmless from injuries or omissions that may be related to the malfunction or technical failure of equipment or system encryption.

Printed/typed name

Date

Patient Signature