

## **Welcome to Solano County Behavioral Health!**

**An important part of beginning services is understanding the process. Please read the following information so you can make informed decisions about what you are authorizing for treatment services. Please discuss any questions you have with your treatment provider.**

**These forms can be found on:**

**[https://www.solanocounty.com/depts/bh/access\\_to\\_services/default.asp](https://www.solanocounty.com/depts/bh/access_to_services/default.asp)**

### **Consent for Behavioral Health Services**

I agree to voluntarily receive clinical outpatient treatment provided by Solano County Behavioral Health. I understand that behavioral health services provided by Solano County may include, but may not be limited to, assessment, individual psychotherapy, group therapy, psycho-educational groups, case management, peer support, rehabilitation services, and medication management. The type and extent of services I may receive will be determined after an initial assessment and discussions with my treatment provider(s).

I understand that by authorizing treatment, my personal health information may be exchanged in a limited way for treatment, payment and healthcare operations purposes only, or as authorized by law. I understand that my treatment provider(s) must share limited confidential information in the following circumstances:

- If the treatment provider has good reason to believe that I may harm another person or myself.
- If the treatment provider has good reason to believe that a child is being physically or sexually abused or is being neglected.
- If the treatment provider has good reason to believe that an elder adult (age 65 or older) or dependent adult (age 18-64 who have physical or mental limitations that restrict their ability) is being physically or financially abused, neglected, abandoned, or other treatment that results in physical harm, pain, or mental suffering.
- As otherwise required by law as outlined in the Notice of Privacy Practices (NPP), a copy of which has been provided to me.

My information is protected under the California law and the provisions of the Federal Health Insurance Portability and Accountability Act (HIPAA). All identifiable images or information about me that is disseminated (e.g. fax, email, mail, hard-copy) by Solano County Behavioral Health is confidential.

I understand that Solano County Behavioral Health Services is a learning environment, and as such, services are provided by a range of different behavioral health professionals. For example, some of these treatment providers may be in training (e.g. students, interns) and some treatment providers may be unlicensed. All unlicensed professionals and those in training are supervised by licensed professionals. I understand that I have the right to request—for any reason (e.g. privacy, comfort, preference) at any time—that trainees not be involved in parts of or all of my treatment.

I understand that treatment (psychotherapy, medication, etc.) is voluntary (unless court-ordered) and while treatment may provide benefits, risks are also a possibility. Benefits of treatment may include complete or substantial relief of symptoms and/or improvement in social, interpersonal, occupational, or educational functioning. Therapy often leads to better relationships, solutions to specific problems

and significant reductions in feelings of distress. The risks associated with not undergoing treatment could include further exacerbation of symptoms and/or temporary decline in social, interpersonal, occupational, or educational functioning. Since therapy often involves discussing unpleasant aspects of life, I understand I may experience uncomfortable feelings such as sadness, guilt, anger, frustration, loneliness and helplessness, but there are no guarantees of what I will experience.

By signing and initialing the associated Consent Agreement form, I am agreeing to participate in appropriate treatment services provided by Solano County Behavioral Health. I have the right to refuse to participate in treatment and I may withdraw my consent and stop participating in treatment at any time. If I have any questions regarding this consent form or about services offered, I may discuss them with my treatment provider(s). I am able to respond knowingly and intelligently to questions about my treatment and participate in decisions about that treatment. I have read and fully understand the above and have had the opportunity to ask any questions and my questions have been answered.

## **Consent for Telehealth Services**

I agree to voluntarily receive clinical telehealth treatment (clinical treatment via simultaneous audio/video or telephone) provided by Solano County Behavioral Health. The technology we are using is secure. Electronic systems used will incorporate network and software protocols to protect the confidentiality of patient identification and imaging data and will include measures to safeguard the data to ensure its integrity against intentional or unintentional corruption. (Business & Professions Code. 2290.5. Health & Safety Code 123149.5)

### **When utilizing telehealth services, it is expected that both the provider and you:**

- Are in a private space to not be overheard and to maintain confidentiality.
- Do not record or capture any part of the telehealth meeting.
- Do not make or accept any other communication on your phone during the telehealth meeting (e.g. phone calls, texts, emails, social media).
- All providers engaging in the practice of marriage and family therapy, educational psychology, clinical social work, or professional clinical counseling via telehealth will provide the patient with his or her license or registration number and the type of license or registration upon initiation of the telehealth service.
- Upon initiation of telehealth service, provider will ask and document reasonable efforts to determine the contact information of relevant resources including emergency services, in the patient's geographic area.
- Each time telehealth services are provided, provider will verbally obtain from the client and document the client's full name and address of present location, at the beginning of each telehealth session; and assess whether the client is appropriate for telehealth, including, but not limited to, consideration of the client's psychosocial situation.

### **Benefits:**

- Receive services in your own private space
- Elimination of transportation needs
- Convenience to access behavioral health services
- Access to a variety of different types of providers
- Reducing risk of coming into contact with others who may have an infectious illness

**Risks:**

- If there is a poor internet or program connection, it may be more difficult for the provider to understand or assess what is going on during the meeting
- Telehealth through audio only may not allow for optimal treatment and engagement
- Delays in treatment or evaluation due to deficiencies or failures of the equipment
- In rare instances, security protocols could fail, causing a breach of privacy of personal health information
- Limitations when attempting to provide or exchange written materials
- A physical examination may still be necessary after a telehealth appointment.

**I understand and agree to the following:**

1. I will let the provider know my location at the beginning of the telehealth meeting. I understand that I must be in the state of California.
2. I understand that the laws that protect privacy and the confidentiality of personal health information also apply to telehealth, and that information obtained in the use of telehealth will not be disclosed without my consent. This does not include already reviewed exceptions to confidentiality (e.g. danger to self or others, suspected abuse).
3. I understand that a variety of alternative methods of behavioral health and/or psychiatric care may be available to me, and that I may choose one or more of these at any time.
4. I understand that I may expect the anticipated benefits from the use of telehealth in my treatment, but that no results can be guaranteed or assured.
5. I have the right to access covered services that may be delivered via telehealth through an in-person, face-to-face visit.
6. I understand that use of telehealth is voluntary and that consent for the use of the telehealth can be withdrawn at any time without affecting my ability to access covered Medi-Cal services in the future.
7. I understand there is the availability of Medi-Cal coverage for transportation services to in-person visits when other available resources have been reasonably exhausted.
8. All medical information transmitted during the delivery of health care via telemedicine become part of the patient's medical record maintained by the licensed health care provider.

**Consent for Email and/or Text**

If email or texting will be used for acceptable communications such as telehealth, appointment reminders, client education, and community resources, clients must provide consent. **Due to the insecure nature of email/text communications, Solano County Behavioral Health will limit client clinical/medical information or clinical/medical advice to the minimum necessary when communicating with you.**

**Risks:**

- Email/text can be circulated, forwarded, and stored in numerous paper and electronic files.
- Email/text can be immediately broadcast worldwide and be received by unintended recipients.
- Email/text senders can easily misaddress an email or text.
- Email/text is easier to falsify than handwritten or signed documents.

- Backup copies of email/text may exist even after the sender or the recipient has deleted his or her copy.
- Employers and on-line services have a right to archive and inspect emails/text transmitted through their systems.
- Email/text can be intercepted, altered, forwarded, or used without authorization or detection.
- Email/text can be used to introduce viruses into computer systems.

**Conditions for the Use of Email and/or Text**

Solano County Behavioral Health will use reasonable means to protect the security and confidentiality of email information sent and received through encryption of the information. However, because of the risks outlined above, Solano County Behavioral Health cannot guarantee the security and confidentiality of email or text communication. If wishing to use this means of communication, clients must consent to the use of email or text for client communications. Consent to the use of email or text includes agreement with the following:

1. All emails or texts to or from you will be printed out and made part of the medical record. Individuals authorized by law to access the medical record may review to those emails or texts.
2. Solano County Behavioral Health will make efforts to read and respond to email or text communications from you within a reasonable amount of time, but Solano County Behavioral Health cannot guarantee that any particular email or text will be read and responded to within any specific time period. **Do not use email or text for medical emergencies, urgent problems, or other time sensitive matters.**
3. If you require a response from Solano County Behavioral Health and have not received a response within a reasonable time, it is your responsibility to follow up to determine whether the intended recipient received the email or text and when the recipient will respond.
4. You should not use email or text for communication regarding sensitive medical information, such as information regarding sexually transmitted diseases, AIDS/HIV, mental health diagnosis and treatment plans, developmental disability, or substance abuse. If you choose to communicate such sensitive information via email or text, please be aware of the risks identified above.
5. It is your responsibility to follow up and/or schedule an appointment if warranted.

**Alternate Forms of Communication**

You may also communicate with Solano County Behavioral Health via telephone or during a scheduled appointment. Appointments should be made to discuss any new issues as well as any sensitive medical information.

**Termination of the Email and/or Text Relationship**

Both you and Solano County Behavioral Health shall have the right to immediately terminate the email or text relationship if it has been determined that there was a violation of the terms and conditions set forth above, or if you no longer want to participate in email or text communications. The email/text relationship between Solano County Behavioral Health and you will terminate in the event where Solano County Behavioral Health no longer wishes to utilize email or text to communicate in that manner.

**Please complete the “Consent Agreement” form  
to indicate which of the above items you consent to.**