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INFORMED CONSENT FOR TELEPSYCHOLOGY

This Informed Consent for Telepsychology contains important information which pertains to a Child Custody Evaluation and other forms of psycho-legal consultations used in forensic child custody matters which utilize Telepsychology Videoconferencing and related methods. This document describes the video conferencing policies and procedures that will be used by Dr. Perlmutter. This Consent is intended as a supplement to the specific “_____ Informed Assent & Agreement” we will execute at the outset of my work for the Custody Evaluation in the _____ matter and does not amend any of the terms of that agreement. 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.

Telepsychology services include service delivery via technology-assisted media, such as but not limited to, a telephone, video, internet, a smart phone, tablet, PC desktop system or other electronic means using appropriate encryption technology for electronic health information. Video conferencing will be used in this Custody Evaluation (or other forensic method) so long as this remains a reasonable and viable form of collecting information.

Telehealth Video Conferencing Services

Dr. Perlmutter will use “thera-LINK” which is an encrypted and HIPAA-Compliant Telehealth Video Platform designed for healthcare professionals for these interviews. You will be provided in advance with detailed directions on how to log in (i.e. a link in an e-mail to access the videoconference service). You/the family member to be interviewed agree to use a computer or device you know is safe and secure (e.g. has a firewall, anti-virus software, is password protected, not accessing the internet through a public wireless network). It must have a camera/webcam and microphone so you can be seen by Dr. Perlmutter and can communicate verbally during the videoconferencing interview. You will be in a secure location (e.g. your home or other location we agree to) that is free of distraction and interruption. In the event of technical problems or interruption I will have provided instructions on what to do.

Benefits and Risks of Telepsychology

Telepsychology refers to engaging in forms of psychological interviews used in forensic child custody matters remotely using telecommunications technologies, such as telephone or video conferencing. One of the benefits of telepsychology is that the client and forensic practitioner can engage in services without being in the same physical location. This is helpful to ensure continuity of the forensic role/service if the client lives in a different location or is otherwise unable to meet with me in person. Telepsychology, however, requires technical competence on both our parts to be helpful. Although there are benefits of telepsychology, there are some differences between in-person forensic consultation and telepsychology, as well as some risks. For example:

- Risks to confidentiality. Because telepsychology sessions take place outside of the psychologist’s private office, there is potential for other people to overhear sessions if you are not in a private place during the interview. On my end I will take strict steps to ensure your privacy. I will always be in a location that is devoid of other persons. But it is important for you to make sure

you are in a private place for our interview where you will be alone and not be interrupted. Since you will have advance notice of our interview I will require and assume you are alone and no other person is present. It is also important for you to protect the privacy of our interview. You should participate in this interview only while in a room or area where other people are not present and cannot overhear the conversation.

- Issues related to technology. There are few ways that technology issues might impact telepsychology other than the technology may stop working during an interview or the power may go out. As I use a secure platform (see above) no one else can have access to this information, our conversation is private, there is no stored data that could be accessed by unauthorized people or companies. I know of no way that someone could record our conversation without our permission (see below for more information).

- Crisis management and intervention. As you know from my Assent and Agreement form for this forensic service I do not provide crisis intervention or any other therapeutic intervention.

- Efficacy. There is no known research about the reliability and validity of telepsychology and child custody evaluations. Research on videoconferencing and psychotherapy shows it is about as effective as in-person psychotherapy. Videoconferencing has been used for psychiatric and forensic assessments in corrections environments for many years. There is emerging research on the effectiveness of videoconferencing in various mental health environments.

As a licensed psychologist I follow the guidelines of the American Psychological Association and in particular the Guidelines for the Practice of Telepsychology (2013). I will perform the psycho-legal evaluation in your matter in a careful and deliberate manner and tailor the methods of the evaluation to the specific focus, areas of concern, and questions that are to be investigated and answered. As the evaluation proceeds I will explain the nature of my methods to you. These methods may involve videoconference, audio (i.e. telephonic), in person at your home, in person at my office, or in person at other possible locations. Any such locations will be fully explained to you and you will have input on them.

Confidentiality

I have a legal and ethical responsibility to make my best efforts to protect all communications that are a part of our interviews. Please let me know if you have any questions about exceptions to confidentiality. However, the nature of electronic communications technologies is such that I cannot guarantee that our communications will be kept confidential or that other people may not gain access to our videoconference or telephonic communications on your end of the conversation. That is your responsibility.

Recording

I will not ever record any of our interviews. You agree in signing this Informed Consent that you will not ever record our interviews. Such recording is contrary to California law. I will explain to you that I will take contemporaneous notes during our interviews. You may take notes as you desire.

Interruptions and Technology

I will explain to you at the start of the consultation approximately how long the consultation will last. As appropriate we will take breaks. If the consultation is interrupted for any reason, such as the internet or telephonic connection fails, we will each try to call the other back at the phone numbers we have agreed to use. In the event that is not successful we should communicate by e-mail to understand what has occurred and arrange another time to complete the interview.

Fees

The same hourly rates will apply for videoconferencing interviews as for office interviews. When I complete my report or other account of time spent it will always state that this interview was videoconference or telephonic as compared to in my office. Your responsibility for your share of the fees is stated in the order which appoints me in this forensic role. You are responsible to provide the technology at your location that you will use for the videoconferencing.

Informed Consent

This agreement is intended as a supplement to the specific informed Assent and Agreement we have executed for my work for the _____ and does not amend any of the terms of that agreement.

My signature below indicates I have reviewed the contents of this document and that I have agreed that Dr. Perlmutter may use telepsychology services, including but not limited to videoconferencing, as part of his methodology. My signature below also indicates that I agree to participate in this child custody evaluation with Dr. Perlmutter under the terms and conditions outlined in this document.

Parent (print and sign)

Date