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INFORMED CONSENT/ASSENT TO PARTICIPATE IN PROFESSIONAL PSYCHOLOGY SERVICES VIA ELECTRONIC DISTANCE MEDIA

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1. **Rationale:** Contemporary health concerns mandate that some or all professional psychological services be conducted via electronic distance media. This Informed Consent/Assent provides you with important information relevant to participating in professional psychology services via electronic distance media, particularly but not exclusively via telephone, VOIP, e-mail, and video conferencing platforms such as ZOOM™. Please read this document carefully. Reach me at any time if you have questions. Our work together requires that you sign and return this form.

2. **Consent or assent?** If you are at least 18 years old and have not been adjudicated incompetent and are freely electing to participate in psychological services, your consent empowers this process. Under these conditions, you are free to withdraw your consent at any time.

If you are a minor (that is, younger than 18 years old) or have been deemed legally incompetent or are court-ordered to participate in psychological services, your assent empowers this process. You may not, however, be free to withdraw from services without others' consent (for example, a parent or the court).

If the intended recipient of psychological services is a minor child, both parents' consents are required to proceed with psychological services unless the court has granted one parent exclusive decision-making authority.

3. **Benefits and risks of telepsychology.** "Telepsychology" refers to the provision of professional psychology services remotely using electronic distance media. Telepsychology allows for continuity of care across time and distance when face-to-face meetings are impractical or impossible. Telepsychology can be more convenient and eliminates costs associated with travel time, and fuel consumption. Engaging in telepsychology requires basic technical competence and access to both compatible devices and communication infrastructure. Telepsychology has certain risks including, but not limited to:

- (a) **Risks to confidentiality.** Information communicated via telepsychology is vulnerable to being overheard by others in any participant's immediate environment (for example, when a family member overhears what you're saying through a closed door) and is vulnerable to being intercepted via electronic eavesdropping (for example, electronic "hacking"). Dr. Garber will take every reasonable precaution to protect confidentiality within the larger limits of the service. By agreeing to participate in telepsychology, you acknowledge and accept these risks.
- (b) **Interruptions and miscommunications due to media limitations and failure.** Many aspects of human communication are incidental to spoken language (for example, gesture, posture, vocal tone, facial expression). When these cues are limited or absent, some part of communication can be lost. This fact is compounded by technical failures (for example, poor cell signal, loss of WiFi). By agreeing to participate in telepsychology, you acknowledge and accept these risks.
- (c) **Crisis management and intervention.** Dr. Garber may require that you identify your physical location and nearby emergency service providers so as to be able to respond should there be any concern about health or safety. By agreeing to participate in telepsychology, you agree to provide this information accurately and fully when asked.

4. **Electronic Communications.** We will decide together which media to use. You may need to obtain specific hardware, software and/or infrastructure (for example, cell service, WiFi service). You are solely responsible for any costs you incur in preparing to participate.

- (a) **Which media?** Dr. Garber generally recommends either (1) direct voice-to-voice communication via telephone or VOIP (voice-over-internet-protocol) or (2) video conferencing via ZOOM™ a free app you can download to your phone, laptop, tablet or desktop computer from www.zoom.us. When engaging court-involved parents, Dr. Garber recommends (1) www.ourfamilywizard.com or (2) www.2houses.com.
- (b) **Routine communications.** Dr. Garber accepts voice mail communications to 603.879.9100 but relies primarily on e-mail communications. Communication via e-mail is more time efficient and creates a written record for future reference. In some instances, Dr. Garber will request or require that e-mail communications be routinely copied to others (for example, to a co-parent). His preferred e-mail address is bdgarberphd@FamilyLawConsulting.org.
- (c) **In case of emergency.** Dr. Garber is not available to respond to emergency communications. **In case of emergency, call 9-1-1 or go to your local hospital emergency room.** None of the electronic distance media are adequate or appropriate in case of emergency.

5. **Fees.** The fees associated with each particular professional psychological service are established with Dr. Garber. Costs incurred are a function of time allotted for each service session regardless of content, success, media or media-related confounds (for example, loss of WiFi signal), allowing that you will not incur costs should services be interrupted due to failure of Dr. Garber's media or due to conditions beyond participant control (for example, natural disaster, extreme weather).

6. **Records.** Dr. Garber routinely maintains written and/or electronic records of services. Unless specifically agreed in writing in advance by all participants, no one will record any portion of any service conducted via electronic distance media at any time for any purpose.

7. **Proactively identifying all persons present.** By agreeing to participate in services, you accept the affirmative responsibility to proactively identify any person who may have access to the communication (for example, a silent third party off-screen) and agree to comply with Dr. Garber's request to excuse such persons.

8. **Informed consent.** Your signature below indicates that you have read, fully understand and accept these conditions. You understand that these conditions supplement the general conditions under which professional psychological services are conducted.

Participant (please sign)

Participant (print full name) Today's Date

Your preferred phone number Your preferred e-mail address

If the participant identified above is a minor child:

Participant's Legal Guardian (please sign)

Participant's Legal Guardian (print full name) Today's Date