

## INFORMED CONSENT FOR TELEHEALTH

This Informed Consent for Telehealth contains important information focusing on doing psychotherapy using the phone or the Internet. 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.

### **Benefits and Risks of Telehealth**

Telehealth refers to providing psychotherapy services remotely using telecommunications technologies, such as video conferencing or telephone. One of the benefits of telehealth is that the client and clinician can engage in services without being in the same physical location. This can be helpful in ensuring continuity of care if the client or clinician moves to a different location, takes an extended vacation, or is otherwise unable to continue to meet in person. It is also more convenient and takes less time. Telehealth, however, requires technical competence on both our parts to be helpful. Although there are benefits of telehealth, there are some differences between in-person psychotherapy and telehealth, as well as some risks. For example:

- Risks to confidentiality. Because telehealth sessions take place outside of the therapist's private office, there is potential for other people to overhear sessions if you are not in a private place during the session. On my end I will take reasonable steps to ensure your privacy. But it is important for you to make sure you find a private place for our session where you will not be interrupted. It is also important for you to protect the privacy of our session on your cell phone or other device. You should participate in therapy only while in a room or area where other people are not present and cannot overhear the conversation.
- As a reminder as stated in our original signed informed consent form, by signing this document you state that you understand that Texas state law requires that information provided to mental health practitioners remain confidential, and I make every effort to ensure that confidentiality is maintained with respect to all aspects of your treatment. As a client, you agree to the following exceptions to confidentiality, in which case information may be disclosed to the appropriate authorities/agencies/individuals:
  - If I have a reason to believe that you may be a harm to yourself or others
  - If I have a reason to believe that you are involved in or have knowledge of abuse or neglect of a child; or abuse, neglect, or exploitation of a person who is elderly or has a disability.
  - ordered disclosure by state or federal courts

In addition, I require disclosure of information in the following circumstances:

-signed release of information form granting permission to designate third parties to receive information.

- Issues related to technology. There are many ways that technology issues might impact telehealth. For example, technology may stop working during a session, other people

might be able to get access to our private conversation, or stored data could be accessed by unauthorized people or companies.

- Crisis management and intervention. Usually, I will not engage in telehealth with clients who are currently in a crisis situation requiring high levels of support and intervention. Before engaging in telehealth, we will develop an emergency response plan to address potential crisis situations that may arise during the course of our telehealth work. I will provide you with local crisis resources/phone numbers.
- Efficacy. Most research shows that telehealth is about as effective as in-person psychotherapy. However, some therapists believe that something is lost by not being in the same room. For example, there is debate about a therapist's ability to fully understand non-verbal information when working remotely. If you have any concerns regarding any of these issues in our telehealth sessions, I encourage you to bring these to my attention so that we can best address any barriers to our work together and identify potential remedies.

### **Electronic Communications**

We will decide together which kind of telehealth service to use. You may have to have certain computer or cell phone systems to use telehealth services. You are solely responsible for any cost to you to obtain any necessary equipment, accessories, or software to take part in telehealth.

For communication between sessions, I only use email communication and phone calls/text messaging with your permission and only for administrative purposes unless we have made another agreement. This means that email exchanges and text messages/phone calls with my office should be limited to administrative matters. This includes things like setting and changing appointments, billing matters, and other related issues. You should be aware that I cannot guarantee the confidentiality of any information communicated by email or text. Therefore, I will not discuss any clinical information by email or text and prefer that you do not either. Also, I aim to return all emails/phone calls/texts within 24 hours Monday-Friday, so these methods **should not** be used if there is an emergency. Please contact emergency services/psychiatric emergency services (PES 512.472.HELP) in case of emergency.

Treatment is most effective when clinical discussions occur at your regularly scheduled sessions. But if an urgent issue arises, you should feel free to attempt to reach me by phone. If I will be unavailable for an extended time, I will provide you with the name of a colleague to contact in my absence if necessary.

### **Confidentiality**

I have a legal and ethical responsibility to make my best efforts to protect all communications that are a part of our telehealth. 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 communications. I will try to use updated encryption methods,

firewalls, and back-up systems to help keep your information private, but there is a risk that our electronic communications may be compromised, unsecured, or accessed by others. You should also take reasonable steps to ensure the security of our communications (for example, only using secure networks for telehealth sessions and having passwords to protect the device you use for telehealth).

The extent of confidentiality and the exceptions to confidentiality that I outlined in my Informed Consent still apply in telehealth. (See Benefits/Risks above.) Please let me know if you have any questions about exceptions to confidentiality.

### **Appropriateness of Telehealth**

At this time and for the foreseeable future, I am not able to offer in-person sessions. I will let you know if I decide that telehealth is no longer the most appropriate form of treatment for you. We will discuss options and possible referrals to another professional in your location who can provide appropriate services.

### **Emergencies and Technology**

Assessing and evaluating threats and other emergencies can be more difficult when conducting telehealth than in traditional in-person therapy. To address some of these difficulties, we will create an emergency plan before engaging in telehealth services. I will ask you to identify an emergency contact person who is near your location and who I will contact in the event of a crisis or emergency to assist in addressing the situation. I will ask that you sign a separate authorization form allowing me to contact your emergency contact person as needed during such a crisis or emergency.

If the session is interrupted for any reason, such as the technological connection fails, and you are having an emergency, do not call me back; instead, call 911 or Psychiatric Emergency services at 512.472.HELP, or go to your nearest emergency room. Call me back after you have called or obtained emergency services.

If the session is interrupted and you are not having an emergency, disconnect from the session and I will wait two (2) minutes and then re-contact you via the telehealth platform on which we agreed to conduct therapy. If you do not receive a call back within two (2) minutes, then call me on the phone number I provided you (512.917.2708).

If there is a technological failure and we are unable to resume the connection, you will only be charged the prorated amount of actual session time.

### **Fees**

The same fee rates will apply for telehealth as apply for in-person psychotherapy. However, insurance or other managed care providers may not cover sessions that are conducted via telecommunication. If your insurance, HMO, third-party payor, or other managed care provider

does not cover electronic psychotherapy sessions, you will be solely responsible for the entire fee of the session. Please contact your insurance company prior to our engaging in telehealth sessions in order to determine whether these sessions will be covered.

**Records**

The telehealth sessions shall not be recorded in any way unless agreed to in writing by mutual consent. I will maintain a record of our session in the same way I maintain records of in-person sessions in accordance with my policies.

**Informed Consent**

This agreement is intended as a supplement to the general informed consent that we agreed to at the outset of our clinical work together and does not amend any of the terms of that agreement. Your signature below indicates agreement with its terms and conditions.

\_\_\_\_\_  
Client

\_\_\_\_\_  
Date

\_\_\_\_\_  
Therapist

\_\_\_\_\_  
Date