

INFORMED CONSENT FOR TELEPSYCHOLOGY

This Informed Consent for Telepsychology contains important information focusing on conducting psychotherapy using the phone or the internet.

Please read this carefully and let me know if you have any questions. When you consent to this document via email it will represent an agreement between us.

Benefits and Risks of Telepsychology

Telepsychology refers to providing psychotherapy services remotely using technologies such as video conferencing or telephone. One of the benefits of telepsychology 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, perhaps due to a worldwide pandemic, or other crisis or emergency. It is more convenient and takes less time.

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 psychotherapy and telepsychology, as well as some risks.

- **Risk to confidentiality.** Because telepsychology 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 sessions 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 electronic device. **You should participate in therapy only while in a room or area where other people are not present and cannot overhear the conversation.**
- **Issues related to technology.** There are many ways that technology issues might impact telepsychology. For example, technology may stop working during a session, or other unauthorized persons could possibly get access to our private conversation or stored data.
- **Crisis management and intervention.** Usually, I will not engage in telepsychology with clients who are currently in a crisis situation requiring high levels of support and intervention. If you consider yourself to be an "at risk" patient, we will develop an emergency response plan to address crisis situations that could arise during the course of our telepsychology work.

It is always a good idea for "at risk" patients to keep an Emergency Notebook with a list of your closest contacts to reach out to in time of crisis, important phone numbers, including the number for local telephonic crisis hotlines, and important

medical information including a copy of the front and back of your health insurance card.

- **Efficacy.** Research shows that telepsychology is almost as effective as in-person psychotherapy. Most therapists believe that something is lost by not being in the same room. For example, a therapist's ability to fully observe and understand non-verbal information when working remotely. If your legs or hands are shaking or your breathing changes in rate or depth this cannot always be discerned from electronic communications.

Electronic Communications

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

Although there may be future amendments on this topic, for now it is important for me to let you know that I cannot guarantee the confidentiality of any information communicated by email or text. Please be aware that if you discuss any clinical information by email or text, you acknowledge and accept the limitations and risks to confidentiality that it may entail.

Please be aware that, because of the nature of my work, I do not respond immediately to email or texts. I know you would not want me to stop your session in the middle of it to respond to an email or text from someone else.

If you are having an emergency or need a response immediately, either call the San Diego Crisis Line at 888.724.7240 or call 911.

Patients in San Luis Obispo call the SLO Hotline at 800-783-0607 or call 911.

Treatment is most effective when clinical discussions occur at your regularly scheduled sessions. But if an urgent issue arises, feel free to attempt to reach me by phone or contact by email. I will try to get back to you within 24-hours except on weekends and holidays.

If I will be unavailable for any extended period of 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 electronic communications whether by email or telepsychology. 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 could be compromised, unsecured, or accessed by others.

I would like to ask that you also take reasonable steps to ensure the security of our communications (for example, only using secure networks for telepsychology sessions and having passwords to protect the device you use for telepsychology).

The extent of confidentiality and the exceptions to confidentiality that are outlined in the Informed Consent and Office Policies and Procedures still apply in Telepsychology. Please let me know if you have any questions about exceptions to confidentiality.

Appropriateness of Telepsychology

From time to time, we may schedule in-person sessions to “check-in” with one another. I will let you know if I decide that telepsychology is no longer the most appropriate form of treatment for you. We will discuss options of engaging in in-person counseling or 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 telepsychology than in traditional in-person therapy. To address some of these difficulties, we will create an emergency plan before engaging in telepsychology services:

- I will ask you to identify an emergency contact person who is near your location and who I can 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. Existing clients, if you do not recall who you listed as your Emergency Contact, please ask me to check that for you.
- If the session is interrupted for any reason, such as the connection is interrupted or fails, **and you are having an emergency**, do not call me back; instead, call 911, 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 then re-contact you via the telepsychology platform on which we agreed to conduct therapy. If you do not receive a call back within two (2) minutes, then call me at phone number 619.261-0426.

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

Fees

The same fee rates will apply for telepsychology as apply for in-person psychotherapy. However, insurance and 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 telepsychology sessions in order to determine whether these sessions will be covered.

Records

The telepsychology sessions shall not be recorded in any way unless agreed to in writing by mutual consent. **Please do not record your telepsychology session without my express 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.

According to the Department of Managed Health Care (DMHC), informed consent is required at *each* and *every* telehealth session. If we were to do a paper consent at each session this would obviously be cumbersome and unfriendly to our planet as well as consume valuable time from your therapy session. **Your agreement and understanding of the limitations of telehealth and technology will be understood as your *implied* consent when you contact or join me via our agreed platform.**

Your signature below indicates agreement with the terms and conditions of this consent, likewise, until a signed copy of this form can be attained, I ask that you email me back with a note stating that you have read and understand the terms of this consent document. (AGREE TO CONSENT) in the subject line of an email from you will be adequate at this time.

On a personal note, Thank You very much for your patience and understanding in what is, obviously, a very trying & difficult time for our planet. Your continued efforts to maintain the safety of your family and yourself are greatly appreciated. It is through our continued efforts to maintain social distance and observe good handwashing & hygiene skills that we will be able to beat this insidious infection.

Patient Signature

Date

Therapist Signature

Date