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Informed Consent for Telemental Health

This Informed Consent for Telemental Health (also known by other names) contains important information focusing on the remote delivery of psychotherapy via technology-assisted media. This includes a wide array of clinical services and various forms of technology. Not all of these forms or technology are secure or HIPAA compliant. Telemental health is covered by the same laws and ethics that guide in-office, in-person, face-to-face mental health service. My standard policies and consents apply to Telemental health services, but there are additional components detailed in this consent that cover the unique characteristics of telehealth services. Please read this carefully and let me know if you have any questions. When you sign this document, in person or electronically, it will represent an agreement between us.

Benefits and Risks of Telemental health

Telemental health refers to providing psychotherapy services remotely using tele-communications technologies such as videoconferencing or telephone. One of the benefits of Telemental health is that the client and clinician can engage in services without being in the same physical location. Telemental health can provide continuity of care flexibly when an in-person service cannot be conducted. It can also be more convenient and takes less time. Telemental health requires technical competence on both our parts to be helpful. Although there are benefits to Telemental health, there are some differences between in-person psychotherapy and Telemental health, as well as some risks.

- ◆ ***Telemental health and the Therapeutic Relationship.*** While Telemental health offers several advantages such as convenience and flexibility, it is an alternative form of therapy or adjunct to therapy and thus may involve disadvantages and limitations. For example, there may be a disruption to the service (e.g., phone gets cut off or video drops). This can be frustrating and interrupt the normal flow of personal interaction. There is a risk of misunderstanding one another when communication lacks visual or auditory cues. For example, if video quality is lacking for some reason, I might not see various details such as facial expressions. Or, if audio quality is lacking, I might not hear differences in your tone of voice that I could easily pick up if you were in my office. Additionally, the therapy office decreases the likelihood of interruptions. However, there are ways to minimize interruptions and maximize privacy and effectiveness employed by therapist and client(s) alike.
- ◆ ***Risks to confidentiality.*** Because Telemental health sessions take place outside of my private office, there is potential for other people to overhear sessions if you are not in a private place during the session. I will take steps to ensure your privacy on my end, whether from the office or alternate location. It is important for you to find a private

place for our session where you will not be interrupted or overheard. Also protect the privacy of your technology so passwords or privacy cannot be compromised.

- ◆ **Issues related to technology.** You understand that there are ways that technology issues might impact Telemental health despite reasonable efforts on my part. For example, Telemental health transmission may be disrupted, distorted or stop working due to technical failures, despite reasonable efforts on the part of the therapist. The transmission of your personal information could be interrupted by unauthorized persons and/or stored data could be unintentionally lost or accessed by unauthorized persons.

If the session is interrupted by technological failure or inefficiency, disconnect from the session and I will call you on your preferred phone number to reconnect and discuss how to proceed. Please have your phone available during our session if you are on your computer or tablet. If these efforts on our parts are not successful, we can wrap up the session by phone. If after 15 minutes, the connection can't be reestablished or resumed on the phone, then we will reschedule.

- ◆ **Best Practices.** I have selected the videoconferencing platform **Zoom** which is HIPAA compliant enabling the highest possible security and confidentiality of our sessions. To benefit from these safeguards, the client is required to download, register and employ the recommended software. I will initiate the call at our scheduled time. You may enter a waiting room until the time that I can open the meeting to you. I will do my best to be on time but there may be times I may need to attend to a detail on my end that could delay our session time a few minutes. I will be with you. Ensure that your location is private and secure. I will verify your location and privacy at each session. Make sure there is sufficient lighting. If possible, please only use a WiFi network that is secure via password protection. No public Wifi, as we cannot verify it is secure. Position yourself in front of the camera so you are visible. If there are multiple participants, make sure everyone is in view. The most critical part of a videoconference is sound not the picture. A headset or earbuds are often better than a speaker and a headphone.

- ◆ **Crisis management and intervention.** Telemental health based care and services may not be as complete as face-to-face services. Treatment is most effective when clinical discussions occur at your regularly scheduled sessions. If an urgent issue arises, please try to reach me by phone. I will try to return your call within 24 hours. If you are unable to reach me or cannot wait for me to return your call, call 911 or proceed to the nearest hospital emergency room for help. Other resources include the National Suicide Prevention Lifeline 1-800-273-8255, Tapline Helpline 1-800-922-9016 and The Trevor Project 1-866-488-7386.

If our session is interrupted such as by the failure of a technology connection and you are in crisis, call 911 or go to your nearest emergency room. Call me back after you have contacted or obtained emergency services.

Assessing emergencies can be more difficult through Telemental health than in person. Because of this, we will create an emergency plan as part of Telemental health. I will ask you to identify an emergency contact person near your location, to provide their contact information and to sign a separate authorization form allowing me to contact your emergency contact person as needed for assistance in addressing the situation.

Under normal working conditions, I will not engage in Telemental health with clients currently in a crisis situation requiring high levels of support and intervention. Telemental health does not provide emergency services. We will develop an emergency response plan to address potential crisis situations that may arise during the course of our Telemental health work. If you are actively at risk of harm to self or others, I will refer you to more appropriate services in your area.

- ◆ **Efficacy.** Research suggests that Telemental health is as effective as in-person psychotherapy. There is debate about whether something is lost by not being in the same room. For example, there is professional exchange about whether non-verbal information and cues understood when working remotely or whether miscommunications arise between client(s) and therapist that need to be specifically addressed. In addition, you understand that Telemental health can provide anticipated benefits, but no results can be guaranteed or assured as there are potential risks and benefits associated with any form of psychotherapy through any medium.
- ◆ **Electronic Communications.** You may need to have certain computer, tablet or cell phone systems to use Telemental health. You are solely responsible for any cost to obtain any necessary equipment, accessories or software to take part in Telemental health. For electronic communications between sessions, I only use phone or text communication. If you are going to be late for your session, please phone or text me at the phone number listed in the header. Because text is not HIPAA compliant and I cannot guarantee the confidentiality of information communicated by text, I will send you a secure text through the app, Tiger Text, and you can get the message on your phone by just hitting the URL and you can text back securely on that app ongoing. I will not discuss clinical information with you through text and ask that you do not either. I check my phone regularly but not frequently and, in general, do not respond immediately. Please call me if there is an emergency.
- ◆ **Confidentiality.** I have a legal and ethical responsibility to make my best efforts to protect all communications that are part of our Telemental health. The nature of electronic communications 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, to the best of my ability, use updated encryption methods, firewalls, and back-up systems to keep your information private. But there is a risk that our electronic communications may be compromised, unsecured or accessed by others. You should take reasonable steps to ensure the security of our communications such as using secure networks for Telemental health sessions and protecting your devices with passwords.

The dissemination of any personally identifiable images or information from the Telemental health interaction to other entities will not occur without your consent. I do not record our sessions and I ask that you let me know if you are planning to record the session at your end.

The extent of confidentiality and its exceptions that I outlined in my practice policies and my HIPAA notice of privacy forms still apply in Telemental health. There are both mandatory and permissible exceptions to confidentiality including but not limited to

reporting child, elder and dependent adult abuse or expressed threats of violence to self and/or other.

- ◆ **Appropriateness of Telemental health.** I will let you know if I decide that Telemental health is no longer the most clinically appropriate form of treatment for you. We will discuss the possibility at that time of returning to face-to-face sessions (if feasible) or I will provide referrals to a more intensive program if needed. You may also decide at any time that you no longer want to use telemental health by just letting me know that you are revoking this consent. You may also ask to change to phone sessions, but they may not be covered by your insurance.

- ◆ **Fees.** The same fee rates will apply for Telemental health as apply for in-person psychotherapy.

If insurance is relevant, please check to ensure that your policy covers Telemental health. If your insurance or third-party payor does not cover electronic telemental health meetings, you will be solely responsible for the entire fee of the session. Note, insurance plans may reimburse at a lower rate for Telemental health than for in-person sessions.

Different insurance companies have different regulations for the use of Telemental health. You are responsible for confirming with your insurance company both coverage and conditions for reimbursement.

Please mail co-pays or session fees to Caldwell Family Counseling, PO Box 692, Bloomsburg PA 17815.

- ◆ **Recording Telemental health Sessions.** The Telemental health sessions shall not be recorded in any way unless agreed to in writing by mutual consent of all parties.
- ◆ **Records.** I will maintain paper and/or computer-based records of our session in the same way I maintain records of in-person sessions in accordance with my policies.
- ◆ **Signatures for Telemental health sessions and relevant paperwork.** Paperwork and signatures for services such as the encounter form, treatment plan goal plan, etc., will either be mail to you for signature(s) with a stamped return envelope or sent through secure email for electronic signature for you to return via secure email link. During telemental health services due to COVID-19, insurances will waive the signature requirement for a time but when COVID-19 restrictions are over, we are required to get your signature(s) within 60 days.

Informed Consent for Telemental health. This agreement is a supplement to the general informed consent we agreed to at the beginning of our clinical work together and does not amend any terms of that agreement. As my client(s), you agree to take full responsibility for the security of any communications or treatment on your own computer or electronic device and in your own physical location. Sufficient opportunity has been offered for you to ask questions and seek clarification. You have the right to withhold or withdraw your consent to the use of Telemental health at any point of time without affecting your right to future care or treatment. Your signature(s) below indicate agreement with its terms and conditions.

Name of client: _____

Signature of client: _____

Date: _____

Signature of therapist: _____

Addendum to Telemental health Informed Consent

EMERGENCY CONTACT:

Because Telemental health is not an in-person meeting, it potentially makes it more difficult to assess a client's wellbeing or coordinate a response should face-to-face care be necessary. For this reason, therapists have been advised to get the contact information of a person who could potentially provide in-person support and collaboration. Commonly, this is a family member over the age of 21 or a close friend or neighbor. I will not contact this person except if you ask me to or in cases that I deem sufficiently urgent enough that online contact is not sufficient.

I require this information in order to do Telemental health. Your providing the information constitutes informed consent to this practice. You can rescind consent or provide another name in writing to me at anytime.

Emergency Contact Name: _____

Emergency Contact Relationship: _____

Emergency Contact Phone number: _____