

Informed consent for TelePsychology Therapy

Introduction

TelePsychology involves the use of electronic encrypted real-time communications to enable health care providers at different locations to share individual patient medical information for the purpose of improving patient care. The Telepsychology session will not be stored and thus it cannot be retrieved. Providers may include licensed psychologist, licensed clinical social workers, and or licensed clinical professional counselors.

The information may be used for diagnosis, therapy, follow-up and/or education, and may include any of the following:

- Patient medical records
- Live two-way audio and video

Electronic systems used will incorporate network and software security protocols to protect the confidentiality of patient identification and imaging data and will include measures to safeguard the data and to ensure its integrity against intentional or unintentional corruption.

Possible Risks:

As with any therapeutic procedure, there are potential risks associated with the use of TelePsychology.

These risks include, but may not be limited to:

- In rare cases, information transmitted may not be sufficient (e.g. poor resolution of images) to allow for appropriate medical decision making by the psychologist or mental health provider;
- Delays in evaluation and treatment could occur due to deficiencies or failures of the equipment;
- In very rare instances, security protocols could fail, causing a breach of privacy of personal medical information;

I understand that I have the following rights with respect to TelePsychology:

(1) I have the right to withhold or withdraw consent at any time without affecting my right to future care or treatment nor risking the loss or withdrawal of any program benefits to which I would otherwise be entitled.

(2) The laws that protect the confidentiality of my medical information also apply to telemedicine. As such, I understand that the information disclosed by me during the course of my therapy is generally confidential. However, there are both mandatory and permissive exceptions to confidentiality, including, but not limited to reporting child, elder, and dependent adult abuse; expressed threats of violence towards an ascertainable victim; and where I make my mental or emotional state an issue in a legal proceeding.

I also understand that the dissemination of any personally identifiable images or information from the TelePsychology interaction to researchers or other entities shall not occur without my written consent.

(3) I understand that there are risks and consequences from TelePsychology, including, but not limited to, the possibility, despite reasonable efforts on the part of my psychotherapist, that: the transmission of my

medical information could be disrupted or distorted by technical failures; the transmission of my medical information could be interrupted by unauthorized persons; and/or the electronic storage of my medical information could be accessed by unauthorized persons.

(4) I understand for my own personal safety my physical location as well as a back up telephone number in case of signal disruption must be disclosed to the therapist conducting the psychology session.

(5) I understand that psychology may not be appropriate for all presentations symptom presentation in may necessitate face-to-face consultation in therapy if so deemed appropriate and by the mental health professional.

(6) I understand I may be asked to designate a support person close to my physical location during the Telepsychology session in case of an emergency mental health situation. In addition a safety plan will be established may include contacting the designated support person in my physical vicinity to help assist.

(7) I understand that I may benefit from TelePsychology, but that results cannot be guaranteed or assured.

(8) I understand that I have a right to access my medical information and copies of medical records in accordance with Idaho law.

(9) In addition, I understand that TelePsychology based services and care may not be as complete as face-to-face services. I also understand that if my psychotherapist believes I would be better served by another form of psychotherapeutic services (e.g. face-to-face services) I will be referred to a psychotherapist who can provide such services in my area. Finally, I understand that there are potential risks and benefits associated with any form of psychotherapy, and that despite my efforts and the efforts of my psychotherapist, my condition may not be improve, and in some cases may even get worse.

CONFIDENTIALITY

The laws of the State of Idaho require that issues discussed during the course of therapy are confidential except in the following situations: (1) Any knowledge of child abuse-by the client or others-must be reported to the Child Protection Agency. (2) If your therapist believes you will intentionally do anything that would physically harm a human being, it must be reported to the potential victim and relevant authorities to the extent needed for his or her protection. (3) A diagnosis and other required minimal information will be sent to your insurance company if you use insurance coverage. (4) If the court subpoenas your records, they must be released. Confidentiality may be waived by your signing a release-of-information form. You have "*privileged communication*" under the laws of the State of Idaho (depending on where the services are rendered). "*Privileged communication*" means, with few exceptions, anything you disclose in therapy, any information we obtain about you from any source, and even the information that you are a client at all, is confidential and can be disclosed to others with only your written consent. I am aware that there is a separate document entitled "Notice of Privacy Practices" that has been made available to me if I so desire. However, there are legal limits to confidentiality. Disclosure **without** your authorization may be made to the extent a recipient needs to know the information, if the disclosure is:

- To a current health care provider;
- To a former or future health care provider, unless you request in writing that we not do so.
- To public health authorities when required or when needed to protect the public;
- To the courts if under a proper subpoena or court order.
- To licensing/certification boards if we are under disciplinary investigation; or

- To collections agencies for the purpose of collecting unpaid debt.
- Under some circumstances, reporting is mandatory;
- To proper authorities if we should have reason to believe that a child, a disabled adult or an elderly person has been abused or neglected;
 - To proper authorities or family members if we feel you are in imminent danger of harming yourself or others.
 - To proper authorities or family members if you are gravely disabled and cannot make rational judgments and decisions on your own.
 - To the local health officer, under specific circumstances, with respect to an HIV infected individual putting partners at risk for infection.

In the case of children, the parent(s) or legal guardian holds the communication privilege. This means that the parent is entitled to information about the child and is the person who authorizes any release of information about the child. We will keep parents informed of the child's general progress and specifics if indicated. We will attempt to act in the child's best interests in deciding to disclose confidential information without the child's consent. In the case of relationship or family therapy, confidential information may be shared among participants.

When we work with couples and families (seen by the same therapist as a part of couples, marital, or family counseling) we are not bound to keep information confidential among clients in the couple or family.

We may occasionally find it helpful to discuss a case with other professionals. In these consultations, identifying information about you would be withheld, and, of course, the consultant would also be legally bound to keep any case information confidential.

We keep psychotherapy records of the services we provide you. You may ask to see and copy those records, and you may ask to correct those records. You will be charged an appropriate fee for time and costs involved with an information request. That fee must be paid in advance of your receiving a copy or your records.

In compliance with HIPPA regulations, you are entitled to a listing of disclosures of information that we have made. Using HIPPA's terminology, this "right of accounting" refers to your right to receive an accounting (going back up to six years) of the date, the purpose, the name and address of the entity or entities receiving your Protected Health Information (PHI). You are entitled to one free PHI accounting per twelve month period. This right of accounting does not pertain to the psychotherapy records. Under federal law, as a professional business, we are able to provide you PHI- without a specific release of information—to the business associates who provide services to, or on behalf of, our business. These business associates would include entities such as our billing services and our telephone answering service. Though infrequent, it could include our attorney, our accountant, or a collection agency.

RIGHTS AND RESPONSIBILITIES: As a client and consumer of psychological services, you are entitled to the following: 1) to request a different therapist; 2) to discontinue therapy; 3) to request a

change in therapy; and 4) to ask questions. It is the client's responsibility to choose a therapist and treatment modality that best suit his/her needs.

WE EXPECT PAYMENT AT EACH SESSION - Please see Jan about how much your payment will be. If you have insurance, you will be asked to make your co-payment. If your yearly deductible has not been met, full payment is expected until it is met. If you do not have insurance, payment in full will be expected at each session unless other arrangements are made. You will receive a statement of your account each month, and your insurance is automatically billed. If payments/co-payments have not been received by the third visit, it is regrettable; but no further visits will be made until payments are received. If a balance has accrued, payment in full must be made within 60 days. A REASONABLE ATTEMPT WILL BE MADE TO COLLECT PAYMENT IN FULL, BUT IF CLIENT(S) HAVE NOT MADE ANY ATTEMPT TO CONTACT US TO ARRANGE FOR PAYMENT OR TO PAY ON THE ACCOUNT, AFTER 90 DAYS THE ACCOUNT(S) WILL BE TURNED OVER FOR COLLECTION & FURTHER APPOINTMENTS WILL NOT BE ALLOWED. We DO NOT SPLIT BILLINGS between a party who is present and parties not-present UNLESS BOTH parties involved have signed the "Guarantor" form & it is specially arranged with Jan. Other than EAP visits, please be aware that YOU are ultimately RESPONSIBLE for your bill REGARDLESS of insurance. WE ACCEPT CREDIT/DEBIT CARDS WHICH BEAR THE VISA, MASTERCARD, OR DISCOVER LOGOS FOR PAYMENTS .

FINANCIAL RESPONSIBILITY FOR ACCOUNT: If your insurance company or other third-party payer denies payment (**for whatever reason**) for services that are rendered to you as the client, you specifically agree to pay for the services. If your therapist's contract with the insurance company specifically forbids this, then you would not be responsible for the payment. One way in which this situation arises is when a preauthorization was not properly obtained; in the event that the insurance company states that you do not have to pay for the services, you are agreeing, by signing this disclosure, to pay for the services that your insurance company refused to pay. However, you will not have to make payment if your therapist's contract with the insurance company prohibits it.

INSURANCE PROGRAMS: If you want to use your medical insurance, you need to check your policy to find out if your therapist is a covered provider, what portion of the fee will be covered, and how many sessions are allowed per year. We will bill your insurance company, but it is important for you to remember that you, not your insurance company, are responsible for seeing that your account is paid in full. You should be aware that most insurance agreements require you to authorize us to provide a clinical diagnosis and sometimes additional confidential information, such as a treatment plan or copies of progress notes. If you have a problem with this, it is your responsibility to find out what kind of confidential information your insurance company can request from us and make a decision as to whether or not you wish to use the coverage.

In accordance with the federal Health Insurance Portability and Accountability Act (HIPAA) regulations, providing us your medical insurance information allows us to use that information for insurance billing purposes.

EMERGENCY CALLS: During regular business hours, you should call the office at **208-743-4680** and **TELL THE RECEPTIONIST THAT IT IS AN EMERGENCY** (otherwise, the call will be handled in

a routine, non-urgent manner). During non-business hours call **208-743-4680** and leave a message with the answering service with your phone number if you wish a return call. We will return your call as soon as we receive the message. Our business hours are: Monday through Friday 8:30 a.m. until 4:00 p.m. and we generally remain open through the lunch hour. In case of emergency, we will provide 24 hour coverage by phone. If your therapist is not available to take your call, another clinician in the practice group will respond. Emergency calls up to 10 minutes in length are free of charge. Those between 10 minutes and a half hour will be charged at a half session rate. Those exceeding a half hour will be charged a full session rate. This fee is not likely to be covered by your insurance company.

ETHICS AND PROFESSIONAL STANDARDS: As your consultant, I am accountable to you. Licensed by the State of Idaho, our therapists uphold responsible, ethical, and professional standards. If you have any questions or concerns about your experience with us, please discuss them with us. If you are unhappy with your service here and need help finding alternative assistance, we will help you locate another resource.

If for any reason you should have a concern or complaint about services delivered, please contact us, so we may discuss that matter with you. If we do not resolve your concerns, you have the right to contact:

State of Idaho Licensure Board

Telephone: (208) 334-3233 Mail: Idaho Bureau of Occupational Licenses
700 West State Street, First Floor
PO Box 83720
Boise, Idaho 83720-0063

QUESTIONS: If at any time you have questions about the nature of your therapy (i.e., goals, procedures, etc.), about our Policy and Contract, about our Privacy Policy, about our staff, or about your statement - please feel free to ask.

I _____ [name of patient] hereby consent to engaging in TelePsychology with _____ [name of psychotherapist] as part of my psychotherapy. I understand that “TelePsychology” includes the practice of health care delivery, diagnosis, consultation, treatment, transfer of medical data, and education using interactive audio, video, or data communications. I understand that TelePsychology also involves the communication of my medical/mental information, both orally and visually, to health care practitioners located in Idaho.

Signature _____ Date: _____