# **House of Transformation Therapy Services LLC**

### **Telehealth and Electronic Communication Informed Consent**

This Informed Consent for Telehealth contains important information focusing on providing healthcare services 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 patient and clinician can engage in services without being in the same physical location both within the State of Ohio. This can be helpful particularly during the Coronavirus (COVID-19) pandemic in ensuring continuity of care as the patient and clinician likely are in different locations or are 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 treatment and telehealth, as well as some risks. For example:

- Risks to confidentiality. As telehealth sessions take place outside of your psychotherapy services office House of Transformation Therapy Services, 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. It is important; however, for you to make sure you find a private place for our session where you will not be interrupted or overheard. It is also important for you to protect the privacy of our session on your cell phone or other device(s). You should participate in therapy only while in a room or area where other people are not present and cannot overhear the conversation.
- <u>Issues related to technology</u>. 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. In some instances, I will not engage in telehealth with clients who are currently in a crisis situation requiring high levels of support and intervention. We may not have an option of in-person services presently, but in a crisis situation, you may require a higher level of services. 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.

### **Electronic Communications**

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 telehealth.

In order to maintain clarity regarding our use of electronic modes of communication during your treatment, I have prepared the following policy. This is because the use of various types of electronic communications is common in our society, and many individuals believe this is the preferred method of communication with others, whether their relationships are social or professional. Many of these common modes of communication, however, put your privacy at risk and can be inconsistent with the law and with the standards of my profession. Consequently, this policy has been prepared to assure the security and confidentiality of your treatment and to assure that it is consistent with ethics and the law.

If you have any questions about this policy, please feel free to discuss this with me.

For communication between sessions, I only use email communication and text messaging with your permission and only for administrative purposes unless we have made another agreement. This means that email exchanges and text messages 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 do not regularly check my email or texts, and do not respond immediately, therefore, these methods **should not** be used if there is an emergency.

### **Email and Text Message Communications**

I use email communication and text messaging only with your permission and only for administrative purposes unless we have made another agreement. That means that email exchanges and text messages with my office should be limited to things like setting and changing appointments, billing matters and other related issues. Please do not email or text me about clinical matters because this is not a secure way to contact me. If you need to discuss a clinical matter with me, please feel free to call me so we can discuss it on the phone or wait so we can discuss it during your therapy session. The telephone or face-to-face context simply is much more secure as a mode of communication.

Email and text messaging should not be used to communicate with me in an emergency situation. I make every effort to respond to emails, texts and phone calls within 24 hours, and in non-urgent matters within 2-3 days except Tuesday through Thursday's, weekends and holidays. In case of an emergency please refer to the section "**Emergencies and Technology**" below.

#### Social Media

I do not communicate with, or contact, any of my clients through social media platforms like Twitter, Instagram, and Facebook. In addition, if I discover that I have accidentally established an online relationship with you, I will cancel that relationship. This is because these types of casual social contacts can create significant privacy risks for you.

I participate on various social networks, but not in my professional capacity. If you have an online presence, there is a possibility that you may encounter me by accident. If that occurs, please discuss it with me during our time together. I believe that any communications with

clients online have a high potential to compromise the professional relationship. In addition, please do not try to contact me in this way. I will not respond and will terminate any online contact no matter how accidental.

#### Websites

I have a website that you are free to access. I use it for professional reasons to provide information to others about me and my practice. You are welcome to access and review the information that I have on my website and, if you have questions about it, we should discuss this during your therapy sessions.

#### Web Searches

I will not use web searches to gather information about you except when searches are of public criminal records/public safety databases prior to an initial session with a client or when such searches may provide information to help protect the licensee (therapist), client(s) or other parties who may be at risk.

I believe that web searches outside of searching public criminal records/public safety databases violates your privacy rights; however, I understand that you might choose to gather information about me in this way. In this day and age, there is an incredible amount of information available about individuals on the internet, much of which may actually be known to that person and some of which may be inaccurate or unknown. If you encounter any information about me through web searches, or in any other fashion for that matter, please discuss this with me during our time together so that we can deal with it and its potential impact on your treatment.

Recently it has become common for clients to review their health care provider on various websites. However, mental health professionals cannot respond to such comments because of confidentiality restrictions. It is also generally preferable for clients to discuss their concerns directly with their health care provider. If you have concerns or questions about any aspect of our work together or about any previously posted online reviews of my practice, please let me know so that we can discuss them. I recommend that you do not rate my work with you on any website for several reasons. If you rate my work on a website while you are in treatment with me, it has the potential to affect our therapeutic relationship. If you choose to post an online review about me or another health care provider either while you are in treatment or afterwards, please keep in mind that you may be revealing confidential information about your treatment.

Thank you for keeping this policy in mind and for letting me know of any concerns.

### **Confidentiality**

I have a legal and ethical responsibility to make my best efforts to protect all communications that are a part of telehealth services. The nature of electronic communications technologies, however, 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 General Informed Consent, House of Transformation Therapy Services LLC Outpatient Services General Informed Consent still apply in telehealth. Please let me know if you have any questions about exceptions to confidentiality.

### **Appropriateness of Telehealth**

During this time, it may not be possible to engage in in-person sessions to "check-in" with one another. I will let you know if I decide that telehealth is no longer the most appropriate form of treatment for you. If you decide telehealth is not optimal for you, it is important to let me know. We will discuss options of engaging in 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 treatment. 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 technological connection failure, and you are having an emergency, do not call me back; instead, 1) call 911, 2) contact your <u>local County Community Mental Health Services</u> (I can provide these numbers for you and are listed on the Internet), 3) contact National Suicide Prevention Lifeline <u>988</u> Suicide and Crisis Lifeline, or 4) go to your nearest <u>Local Hospital Emergency Room</u>. 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-connect via the telehealth platform on which we agreed to conduct treatment. If I do not connect via the telehealth platform within two (2) minutes, then call me on the phone number I provided you (330) 631-1319.

#### Fees

The same fee rates will apply for telehealth as apply for in-person therapy. Some insurers are waiving co-pays during this time. It is important that you contact your insurer to determine if there are applicable co-pays or fees which you are responsible for. 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 therapy 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.

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.

## **Recordings**

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 treatment together and does not amend any of the terms of that agreement.

Your signature below indicates agreement with its terms and conditions.	
Patient	Date
Provider	Date