Consent for Telehealth

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This document is for clients receiving counseling services from Holly Sherrer, Rostered, supervised by Leora Black, Ph.D., LCMHC, LMFT.

Consent for Telehealth Services

Telehealth is a service where the client and clinician meet online for a counseling session using a secure video conference platform. This allows the client to be in a different location than their clinician, such as at the client's home. Telehealth may be used as the primary delivery method for counseling services, or it may be used as a backup for in-person counseling clients during extenuating circumstances (such as illness, lack of safe transportation, inclement weather, or other conditions that prevent the client and clinician from safely meeting in the in-person office space).

My practice is currently telehealth only. This means that in-person services with me are not available. **If you do not consent to telehealth, if you break telehealth policies, or if one or both of us determines that telehealth is an inappropriate method for your needs, I will provide referrals to in-person clinicians**, with the understanding that I cannot guarantee their availability.

Points for Client Understanding

- I (the client) agree to be **located in a quiet, private place for my counseling sessions**. My clinician will ask for my current location (full address) at the beginning of each session to ensure appropriate services could reach me in case of an emergency. I agree to **accurately provide my location** details for each session.
- I agree that I am responsible for my privacy during telehealth sessions and **will not have other people in the room with me**. If there are other people in the room, I agree to let my clinician know. I understand that **I may cancel the session if I cannot be in a private space**. If I choose to go ahead with a session with other people in the room, I acknowledge & assume the risks to privacy and confidentiality.
- I agree to be **located within the state of Vermont during telehealth sessions** and understand that this is a legal requirement. If I am traveling out-of-state, I agree to inform my clinician as soon as possible and reschedule all sessions for when I am back in Vermont.
- I **consent to my clinician calling emergency services and/or my emergency contact(s) if there is an emergency during a telehealth session**, up to my clinician's judgement. I understand that it will be treated as an emergency if I abruptly end a telehealth call or other form of communication when there are concerns that I might hurt myself or someone else.
- I agree to provide a **safety plan** in case of an emergency. (Please see & fill out the *Telehealth Safety Plan* form.)
- I agree that **I will not be operating a motor vehicle** (i.e., driving a car) or other machinery, or participating in another activity that requires my attention for safety, while engaging in a telehealth counseling session. I understand that my clinician reserves the right to cancel or end a telehealth session if I am engaging in any activity that my clinician deems unsafe to do while having a telehealth session.
- I understand that **telehealth sessions may differ from in-person sessions**, due to the client and clinician not being in the same physical location.
- I understand that **telehealth services are completely voluntary**. I can choose to end services at any time, with the understanding that in-person counseling with this clinician is not available. I may also ask not to discuss certain topics via telehealth, choose not to participate, or choose not to answer questions at any time, though I understand that this may impact the effectiveness of services.
- I agree that **I will not record or photograph sessions** in any manner, unless me & my clinician have previously agreed in writing that this is a necessary accommodation for me. If I do record sessions as an accommodation, I agree not to post any part of them online or share them with other people. I understand that my clinician will also never record, photograph, post, or share my sessions, unless I have signed a "consent to record" form and agreed at the beginning of each session to record it for supervision purposes only.
- I understand that the **state and federal laws that protect client privacy and the confidentiality of client information also apply to telehealth, as do the limitations of confidentiality** as discussed in the disclosure and consent to treat document.
- I understand that **telehealth is conducted over a secure communication system with HIPAA-compliant safety protocols.** I may be asked to access specific websites or install applications specific to treatment on my device. However, I understand that **all technology carries the risk of a security breach.** I accept the rare risk that a breach, including call interruptions or unauthorized access, could affect confidentiality. To further reduce this risk, I agree to not share my telehealth appointment link with anyone else. I also understand that I may decline to use any websites or online tools that my clinician might suggest, and that by opting to use them, I assume any risks that may come from their use.
- I understand that **using a public Wi-Fi network for my telehealth calls increases the risk of interception and confidentiality breaches**. I will not use public Wi-Fi for my sessions when at all possible, and I assume the risks if I choose to use public Wi-Fi for a session.
- I understand that **telehealth calls may "freeze" or disconnect unexpectedly**, which may be emotionally upsetting. In rare instances, if there are concerns about immediate safety and my clinician is unable to reach me via video or phone, a telehealth call disconnecting may constitute an emergency. I agree to make reasonable efforts to avoid technological failures, including using a reliable and up-to-date technology device, making sure my device is fully charged, and finding a place with adequate internet connection. I agree that my clinician and I both reserve the right to discontinue the telehealth sessions at any time if the technology seems inadequate for telehealth use. I understand that **I may call my clinician's phone and agree that my clinician may call me to continue a session if the video call disconnects** and cannot be reconnected. I understand that if I am unable to reconnect via phone or video call during my scheduled appointment time, my clinician may not have the availability to finish the session outside of my appointment time.
- I understand that **all of the policies and procedures detailed in other client forms**, including but not limited to the *Informed Consent, Notice of Privacy Practices,* and *Practice Policies* documents, **equally apply to telehealth** services.
- I understand that **I will be responsible for any fees that apply to my telehealth visit**, such as co-pays, co-insurances, deductibles, or private pay fees. **Fees are the same for in-person and telehealth appointments**.

- I understand that **telehealth services may not be appropriate for every client.** If my clinician determines at any time that telehealth is not an appropriate intervention, I will be referred to other clinicians who provide in-person services in my area. I may also ask to be referred if I decide that telehealth services do not work for me.
- I understand that **I have the right to withhold or withdraw this consent at any time**. If I withhold or withdraw telehealth consent, I will not be able to access telehealth services.

By signing this document, I confirm that I have read and understand the information covered in this document. If I have any questions about this document or telehealth in general, I will schedule a phone call with my clinician to have these questions answered prior to signing this form or engaging in telehealth services. If questions come up during the telehealth process, I understand that I may ask them in session or schedule an additional call with my clinician.

Consent to Use the Telehealth by SimplePractice Service (Video Platform)

Telehealth by SimplePractice is the technology service we will use to conduct telehealth videoconferencing appointments. By signing this document, I acknowledge:

1. Telehealth by SimplePractice is *not* an Emergency Service, and in the event of an emergency, I will use a phone to call 911.
2. Though my provider and I may be in direct, virtual contact through the Telehealth Service, neither SimplePractice nor the Telehealth Service provides any medical or healthcare services or advice including, but not limited to, emergency or urgent medical services.
3. The Telehealth by SimplePractice Service facilitates videoconferencing and is not responsible for the delivery of any healthcare, medical advice or care.
4. I do not assume that my provider has access to any or all of the technical information in the Telehealth by SimplePractice Service – or that such information is current, accurate, or up-to-date. I will not rely on my health care provider to have any of this information in the Telehealth by SimplePractice Service.
5. To maintain confidentiality, I will not share my telehealth appointment link with anyone unauthorized to attend the appointment.

By signing this form, I certify:

- That I have read or had this form read and/or had this form explained to me.
- That I fully understand its contents including the risks and benefits of the procedure(s).
- That I have been given ample opportunity to ask questions and that any questions have been answered to my satisfaction.

By signing below, I am agreeing that I understand the full content of this document and agree to the items contained in it.