

# Consent for Telehealth

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## 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).

## Points for Client Understanding

- I understand that I should be located in a quiet, private place for my counseling sessions. My clinician will ask for my current location at the beginning of each session to ensure appropriate services could reach me in case of an emergency.
- I understand that I legally must be located within the state of Vermont during telehealth sessions. If I am traveling out-of-state, I must inform my clinician as soon as possible and reschedule all sessions for when I am back in Vermont.
- I understand that my clinician will call emergency services and/or my emergency contact(s) if there is an emergency during a telehealth session.
- I understand that I am required to provide a safety plan in case of an emergency. Please see & fill out the *Telehealth Safety Plan* form.
- I understand that I cannot be operating a motor vehicle (i.e., driving a car) or other machinery while engaging in a telehealth counseling session. My clinician reserves the right to cancel or end a telehealth session if I am engaging in an 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 may not be 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.
- I understand that no telehealth sessions will be recorded or photographed in any manner without my written permission.
- 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 understand that telehealth calls may "freeze" or disconnect unexpectedly, which may be emotionally upsetting. 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. 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 or 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 another clinician who can provide 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.*