

INFORMED CONSENT FOR TELEPSYCHOLOGY

Re: COVID-19: In November of 2019, the American Psychological Association (APA) and the Board of Behavioral Sciences (BBS), endorsed the Connect for Health Act of 2019 (S.2741), legislation that includes a waiver of telehealth restrictions during national emergencies, among other provisions. The legislation seeks to advance the use of telehealth while reducing costs and increasing access. As mental health governing boards requested, the bill also removes the geographic restrictions for mental health services and recognized the patient's home as an eligible originating site for receiving telehealth services.

This Informed Consent for Telepsychology contains important information focusing on doing psychotherapy using the phone or the Internet. Please read this carefully, and let us know if you have any questions. When you sign this document, it will represent an agreement between you and your therapist(s).

Benefits and Risks of Telepsychology

Telepsychology refers to providing psychotherapy services remotely using telecommunications technologies, such as video conferencing or telephone. One of the benefits of telepsychology is that the client and clinician can engage in services without being in the same physical location. This can be helpful in ensuring continuity of care if the client or clinician moves to a different location, takes an extended vacation, or is otherwise unable to continue to meet in person. It is also more convenient and takes less time. Telepsychology, however, requires technical competence on everyone's part to be helpful. Although there are benefits of telepsychology, there are some differences between in-person psychotherapy and telepsychology, as well as some risks. For example:

- Risks to confidentiality. Because telepsychology sessions take place outside of the therapist's private office, there is potential for other people to overhear sessions if you are not in a private place during the session. Your therapist will take reasonable steps to ensure your privacy on their end. But it is important for you to make sure you find a private place for the session where you will not be interrupted. It is also important for you to protect the privacy of the session on your cell phone or other device. You should participate in therapy only while in a room or area where other people are not present and cannot overhear the conversation.
- Issues related to technology. There are many ways that technology issues might impact telepsychology. For example, technology may stop working during a session, other people might be able to get access to the private conversation, or stored data could be accessed by unauthorized people or companies.
- Crisis management and intervention. Usually, your therapist(s) will not engage in telepsychology with clients who are currently in a crisis situation requiring high levels of support and intervention. Before engaging in telepsychology, an emergency response plan must be developed to address potential crisis situations that may arise during the course of the telepsychology work.
- Efficacy. Most research shows that telepsychology is about as effective as in-person psychotherapy. However, some therapists believe that something is lost by not being in the same room. For example, there is debate about a therapist's ability to fully understand non-verbal information when working remotely.

Electronic Communications

You and your therapist(s) will decide together which kind of telepsychology service to use. 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 telepsychology.

For communication between sessions, your therapist(s) will only use email communication and text messaging with your permission and only for administrative purposes unless other agreements have been made. This means that email exchanges and text messages with your therapist(s) 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 your therapist(s) cannot guarantee the confidentiality of any information communicated by email or text. Therefore, it is recommended that clinical information by email or text be avoided. Also, your therapist(s) may not regularly check email or texts, nor will they respond immediately, so these methods **should not** be used if there is an emergency.

Treatment is most effective when clinical discussions occur at your regularly scheduled sessions. But if an urgent issue arises, you should feel free to attempt to reach your therapist(s) by phone. Calls will be returned within 24 hours except on weekends and holidays. If you are unable to reach your therapist(s) and feel that you cannot wait for them to return your call, contact your family physician or the nearest emergency room and ask for the psychologist or psychiatrist on call. If your therapist(s) will be unavailable for an extended time, please call the front office at (714) 965-3622 so that you can be assigned in interim therapist.

Confidentiality

Orange Coast Psychological Associates, and your therapist(s) have a legal and ethical responsibility to do their best to protect all communications that are a part of telepsychology. However, the nature of electronic communications technologies is such that we cannot guarantee that communications will be kept confidential or that other people may not gain access to the communications. We will try to use updated encryption methods, firewalls, and back-up systems to help keep your information private, but there is a risk that 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 telepsychology sessions and having passwords to protect the device you use for telepsychology).

The extent of confidentiality and the exceptions to confidentiality that are outlined in the Informed Consent still apply in telepsychology. Please let us know if you have any questions about exceptions to confidentiality.

Appropriateness of Telepsychology

From time to time, your therapist(s) may schedule in-person sessions to “check-in” with one another. Your therapist(s) will let you know if they decide that telepsychology is no longer the most appropriate form of treatment for you. They will discuss options of engaging in in-person counseling or 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 telepsychology than in traditional in-person therapy. To address some of these difficulties, an emergency plan will be created before engaging in telepsychology services. You will be asked to identify an emergency contact person who is near your location and who your therapist(s) will contact in the event of a crisis or emergency to assist in addressing the situation. You will be asked to sign a separate authorization form allowing your therapist(s) to contact your emergency contact person as needed during such a crisis or emergency.

If the session is interrupted for any reason, such as the technological connection fails, and you are having an emergency, do not call your therapist(s) back; instead, call 911, or go to your nearest emergency room. Call your therapist(s) 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 your therapist (s) will wait two (2) minutes and then re-contact you via the telepsychology platform on which you have agreed to conduct therapy. If you do not receive a call back within two (2) minutes, then call your therapist(s) on the phone number they have provided to you.

If there is a technological failure and the connection cannot be resumed, you will only be charged the prorated amount of actual session time.

Fees

The same fee rates will apply for telepsychology as apply for in-person psychotherapy. However, 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 psychotherapy sessions, you will be solely responsible for the entire fee of the session. Please contact your insurance company prior to our engaging in telepsychology sessions in order to determine whether these sessions will be covered.

Records

The telepsychology sessions shall not be recorded in any way unless agreed to in writing by mutual consent. Your therapist(s) will maintain a record of your session in the same way they maintain records of in-person sessions in accordance with office policies.

Informed Consent

This agreement is intended as a supplement to the general informed consent that was agreed upon at the outset of clinical work and does not amend any of the terms of that agreement.

Your signature below indicates agreement with its terms and conditions.

Client

Date

Therapist

Date