

INFORMED CONSENT FOR TELEHEALTH VA Veterans Crisis Line 800 273 8255

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 Psychiatric and Mental Health 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. 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 a private office or space, 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. It is also important for you to protect the privacy of our 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.
 - o <u>Confidentiality</u>. I understand that there will be no recording of any of the online sessions by either party. All information disclosed within sessions and written records pertaining to those sessions are confidential and may not be disclosed to anyone without written authorization, except where the disclosure is permitted and/or required by law. I understand that the privacy laws that protect the confidentiality of my protected health information (PHI) also apply to telemental health unless an exception to confidentiality applies (i.e. mandatory reporting of child, elder, or vulnerable adult abuse; danger to self or others)
- <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.

- <u>Emergencies</u>: I understand that if I am having suicidal or homicidal thoughts, actively experiencing psychotic symptoms or experiencing a mental health crisis that cannot be resolved remotely, it may be determined that telemental services are not appropriate, and a higher level of care is required.

Electronic Communications

You may have to have certain computer or cell phone systems to use telemental services. You are solely responsible for any cost to you to obtain any necessary equipment, accessories, or software to take part in telehealth.

For communication between sessions, I only use email communication with your permission and only for administrative purposes unless we have made another agreement. This means that email 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. Therefore, I will not discuss any clinical information by email and prefer that you do not either. Also, I do not regularly check my email, and do not respond immediately, therefore, these methods **should not** be used if there is an emergency.

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).

Please let me know if you have any questions about exceptions to confidentiality.

Fees

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.

Records

The telehealth sessions shall not be recorded in any way unless agreed to in writing by mutual consent. I will maintain a written record of our session in accordance with my policies.

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.

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, call 9-1-1, or go to your nearest emergency room. 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 (3) minutes and then re-connect you via the telehealth platform on which we agreed to conduct treatment.

I agree to provide my provider with the address where I am located at the beginning of the session. I will also provide the name and phone number of a contact person whom my provider may contact on my behalf in a life-threatening emergency only. This person will only be contacted to go to my location or take me to the hospital in the event of an emergency.

Pleas		
e provide this information on the Int	take Form	
Your signature below indicates agree	ement with its terms and conditions.	
Signature of client	Date	
(Client's typed name is the equivalent	ent of my signature)	
Provider	Date	
(Provider's typed name is the equiva		