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Informed Consent for Teletherapy

This Informed Consent for Teletherapy (also known by other names) contains important information focusing on the remote delivery of psychotherapy through technology-assisted media. This includes a wide array of clinical services and various forms of technology. Not all of these forms or technology are secure or HIPAA compliant. Teletherapy is covered by the same laws and ethics that guide in-office, in-person, face-to-face mental health service. My standard policies and consents apply to teletherapy services, but there are additional components detailed in this consent that cover the unique characteristics of telehealth services. Please read this carefully and let me know if you have any questions. When you sign this document, in person or electronically, it will represent an agreement between us.

Benefits and Risks of Teletherapy

Teletherapy refers to providing psychotherapy services remotely using telecommunications technologies such as videoconferencing or telephone. One of the benefits of teletherapy is that the client and clinician can engage in services without being in the same physical location. Teletherapy can provide continuity of care flexibly when an in-person service cannot be conducted. It can also be more convenient and takes less time. Teletherapy requires technical competence on both our parts to be helpful. Although there are benefits to teletherapy, there are some differences between in-person psychotherapy and teletherapy, as well as some risks.

- ◆ **Teletherapy and the Therapeutic Relationship.** Teletherapy offers several advantages such as convenience and flexibility. As an alternative medium to face to face meetings, it may involve disadvantages and limitations. For example, there may be a disruption to the service (e.g., phone gets cut off or video drops). This can be frustrating and interrupt the normal flow of personal interaction. There is a risk of misunderstanding one another when communication lacks visual or auditory cues. For example, if video quality is lacking for some reason, I might not see various details such as facial expressions. Or, if audio quality is lacking, I might not hear differences in your tone of voice that I could easily pick up if you were in my office. Additionally, the therapy office decreases the likelihood of interruptions. However, there are ways to minimize interruptions and maximize privacy and effectiveness employed by therapist and client(s) alike.
- ◆ **Risks to confidentiality.** Because teletherapy sessions take place outside of my private office, there is potential for other people to overhear sessions if you are not in a private place during the session. I will take steps to ensure your privacy on my end. It is important for you to find a private place for our session where you will not be interrupted or overheard. Also protect the privacy of your technology so passwords or privacy cannot be compromised.

- ◆ **Issues related to technology.** You understand that there are ways that technology issues might impact teletherapy despite reasonable efforts on my part. For example, teletherapy transmission may be disrupted, distorted or stop working due to technical failures, despite reasonable efforts on the part of the psychotherapist. The transmission of your personal information could be interrupted by unauthorized persons and/or stored data could be unintentionally lost or accessed by unauthorized persons.

If the session is interrupted by technological failure or inefficiency, disconnect from the session and I will wait a moment and then recontact you via the teletherapy platform we have been using. If you have waited 2-3 minutes without contact from me, please try to contact me through the video platform. If these efforts on our parts are not successful, we can do a session by conventional cellphone or landline technology. However, these are not HIPAA compliant and I will ask you to send me an email acknowledging you know this and are waiving that right to speak by phone. If after 15 minutes, the connection can't be reestablished or resumed on the phone, then we will reschedule.

- ◆ **Best Practices.** I have selected the videoconferencing platform VSEE which is HIPAA compliant enabling the highest possible security and confidentiality of our sessions. To benefit from these safeguards, the client is required to download, register and employ the recommended software. I will initiate the call at our scheduled time. Ensure that your location is private and secure. Make sure there is sufficient lighting. Only use a WiFi network that is secure via password protection. No public Wifi, please. Position yourself in front of the camera so you are visible. If there are multiple participants, make sure everyone is in view. The most critical part of a videoconference is sound not the picture. A headset or earbuds are often better than a speaker and a headphone.
- ◆ **Crisis management and intervention.** Teletherapy based care and services may not be as complete as face-to-face services. Treatment is most effective when clinical discussions occur at your regularly scheduled sessions. If an urgent issue arises, please try to reach me by phone. I will try to return your call within 24 hours. If you are unable to reach me or cannot wait for me to return your call, call 911 or proceed to the nearest hospital emergency room for help. Other resources include the National Suicide Prevention Lifeline 1-800-273-8255, Samaritans Statewide Helpline 1-877-870-4673 and The Trevor Project 1-866-488-7386.

If our session is interrupted such as by the failure of a technology connection and you are in crisis, call 911 or go to your nearest emergency room. Call me back after you have contacted or obtained emergency services.

Assessing emergencies can be more difficult through teletherapy than in person. Because of this, we will create an emergency plan as part of teletherapy. I will ask you to identify an emergency contact person near your location, to provide their contact information and to sign a separate authorization form allowing me to contact your emergency contact person as needed for assistance in addressing the situation.

Under normal working conditions, I will not engage in teletherapy with clients currently in a crisis situation requiring high levels of support and intervention. Teletherapy does not provide emergency services. We will develop an emergency response plan to address potential crisis situations that may arise during the course of

our teletherapy work. If you are actively at risk of harm to self or others, I will refer you to more appropriate services in your area.

- ◆ **Efficacy.** Research suggests that teletherapy is about as effective as in-person psychotherapy. There is debate about whether something is lost by not being in the same room. For example, there is professional debate about whether non-verbal information and cues are understood correctly when working remotely or whether miscommunications arise between client(s) and therapist that need to be specifically addressed. In addition, you understand that teletherapy can provide anticipated benefits, but no results can be guaranteed or assured as there are potential risks and benefits associated with any form of psychotherapy through any medium.
- ◆ **Minors and Teletherapy.** Teletherapy is not recommended for children under the age of 12 given that services are often interactive or play based. However, children vary in levels of emotional development and maturity and the appropriateness of teletherapy can be evaluated. For any minor participating in teletherapy, the guardian will sign necessary forms. If there are custody orders in place, it will be necessary to verify the parent's right to consent to the minor's treatment through teletherapy.
- ◆ **Electronic Communications.** Teletherapy can be voice alone or voice plus video. We will decide together which kind of teletherapy to employ. You may need to have certain computer, tablet or cell phone systems to use teletherapy. You are solely responsible for any cost to obtain any necessary equipment, accessories or software to take part in teletherapy. For electronic communications between sessions, I only use email communication. I do NOT use text messaging. If you are going to be late for your session, please email me. Because email is not HIPAA compliant and I cannot guarantee the confidentiality of information communicated by email, I use it with your permission and only for administrative purposes such as scheduling or billing. I will not discuss clinical information with you through email and ask that you do not either. I will ask you to sign an informed consent permitting me to use communication mediums that are not HIPAA compliant. I check email regularly but not frequently and, in general, do not respond immediately. Please call me if there is an emergency.
- ◆ **Confidentiality.** I have a legal and ethical responsibility to make my best efforts to protect all communications that are part of our teletherapy. The nature of electronic communications 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, to the best of my ability, use updated encryption methods, firewalls, and back-up systems to keep your information private. But there is a risk that our electronic communications may be compromised, unsecured or accessed by others. You should take reasonable steps to ensure the security of our communications such as using secure networks for teletherapy sessions and protecting your devices with passwords.

The dissemination of any personally identifiable images or information from the teletherapy interaction to other entities will not occur without your consent.

The extent of confidentiality and its exceptions that I outlined in my practice policies and my HIPAA notice of privacy forms still apply in teletherapy. There are both mandatory and permissible exceptions to confidentiality including but not limited to

reporting child, elder and dependent adult abuse or expressed threats of violence to self and/or other.

- ◆ **Appropriateness of Teletherapy.** I will let you know if I decide that teletherapy is no longer the most clinically appropriate form of treatment for you. We will discuss the possibility of engaging each other face-to-face or I will provide referrals to a profession in your location.
- ◆ **Fees.** The same fee rates will apply for teletherapy as apply for in-person psychotherapy.

If insurance is relevant, please check to ensure that your policy covers teletherapy. If your insurance or third-party payor does not cover electronic psychotherapy meetings, you will be solely responsible for the entire fee of the session. Note, insurance plans may reimburse at a lower rate for teletherapy than for in-person sessions. Remember, I am not in-network to any insurance plans and will provide an itemized statement at the end of every month (also known as a Superbill) for you to submit to your insurance company to be reimbursed directly by them.

Different insurance companies have different regulations for the use of teletherapy. For example, some require that the client be physically located within state for insurance reimbursement. Other companies will not cover me in a state in which I am not licensed should you want to do teletherapy when you are traveling. I am licensed only in Massachusetts. You are responsible for confirming with your insurance company both coverage and conditions for reimbursement.

- ◆ **Recording Teletherapy Sessions.** The teletherapy sessions shall not be recorded in any way unless agreed to in writing by mutual consent of all parties.
- ◆ **Records.** 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 a supplement to the general informed consent we agreed to at the beginning of our clinical work together and does not amend any terms of that agreement. As my client(s), you agree to take full responsibility for the security of any communications or treatment on your own computer or electronic device and in your own physical location. Sufficient opportunity has been offered for you to ask questions and seek clarification. You have the right to withhold or withdraw your consent to the use of teletherapy at any point of time without affecting your right to future care or treatment. Your signature(s) below indicate agreement with its terms and conditions.

Print Name of Client or Guardian and then Signature

Date

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Addendum to Teletherapy Informed Consent

EMERGENCY CONTACT:

Because teletherapy is not an in-person meeting, it potentially makes it more difficult to assess a client's wellbeing or coordinate a response should face-to-face care be necessary. For this reason, therapists have been advised to get the contact information of a person who could potentially provide in-person support and collaboration. Commonly, this is a family member over the age of 21 or a close friend or neighbor. I will not contact this person except if you ask me to or in cases that I deem sufficiently urgent enough that online contact is not sufficient.

I require this information in order to do teletherapy. Your providing the information constitutes informed consent to this practice. You can rescind consent or provide another name in writing to me.

Emergency Contact Name: _____

Emergency Contact Relationship: _____

Emergency Contact Phone number: _____

Emergency Contact Email: _____

USE OF NON-HIPAA COMPLIANT TECHNOLOGY FOR COMMUNICATION

Many clients prefer email for scheduling purposes or for communication of non-clinical information. It is my preferred method for scheduling due. Additionally, with Teletherapy, cellphone or landlines are often useful if there are technological issues or unavailability of WiFi. However, these technologies are not HIPAA compliant as required for therapists.

If you want to use these technologies, acknowledge that you know they are not HIPAA compliant, and are willing to waive the HIPAA requirements, please check which of these forms you are giving me permission to use. Your checking them is demonstrating informed consent of the risks to privacy and giving me permission to employ them when necessary.

- _____ email
- _____ phone number(s) you have provided me
- _____ texting. Remember: I do not use texting in my practice except for special circumstances

Print Name of Client or Guardian and then Signature

Date