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Marriage & Family Therapy lic. #LMFT32040

Agreement for Telehealth Services

The Digital Age continues to facilitate new ways to assist people to meet their mental health needs. We are happy to move in step with technological advancements to provide telehealth services. As part of our commitment to your well-being and safety, a few guidelines should be discussed. Please read this carefully.

Telehealth

Variously dubbed telemedicine, teletherapy, distance therapy, e-therapy, internet therapy, or online therapy, “telehealth” is defined as the use of electronic transmission to provide interactive real-time mental health services remotely, including consultation, assessment, diagnosis, treatment planning, counseling, psychotherapy, coaching, guidance, education, and transfer of medical information with an experienced psychotherapist. This can include both video and audio forms of communication, via the internet or telephone. Telehealth services do not include texting or e-mail.

Office Agreements

Telehealth is governed by all the same ethics and laws that cover in-office, in-person, face-to-face psychotherapy. So, all other policies and consents in the psychotherapist's office agreement forms apply to telehealth services. This document is an addendum to, and does not substitute for, our standard in-office services agreements.

Advantages & Disadvantages

The advantage of telehealth is that it can flexibly provide continuity of care when an in-person treatment session cannot be conducted in the office. Similar to a regular in-person therapy session, telehealth by videoconference allows for both verbal and non-verbal communication.

Telehealth is not a universal substitute, nor the same as, in-person psychological service. Some people say that telehealth services do not have the same level of comfort and may not seem as complete when talking about personal and private matters. Misunderstandings can more easily occur. This may impact the professional therapeutic relationship. Just as with in-person psychotherapy, telehealth services are never guaranteed.

Prerequisites

Telehealth may work best when face-to-face sessions have formed the beginning of our relationship.

Telehealth requires reasonable comfort with technology. Telehealth is best for augmenting in-person services when the client is unable to come into the physical office location due to temporary limitations, such as medical conditions limiting physical mobility, distance due to travel, epidemics, and scheduling conflicts. Ideally, it is recommended that we meet in-person in the office in order to provide optimal care.

In extreme circumstances where services reasonably should not be provided remotely, your psychotherapist may recommend coming into the office, waiting until you can come into the office, or referring you to a psychotherapist who can provide such services locally.

Professional services are being provided under a license issued by and limited to practice within the state of California. Therefore, the client affirms that s/he resides in the state of California at the time of telehealth services.

Emergencies

Telehealth is not recommended for a psychological emergency. If your psychotherapist believes you would be better served by face-to-face service, and you and your therapist are unable to accomplish that together, you will be referred to a psychotherapist in your area who can provide such services.

Just as with in-person services, if an emergency should occur during a telehealth session, the psychotherapist may consider taking any steps necessary to ensure the safety of the client or of others.

Scheduling

Just as with an in-person appointment, telehealth sessions are scheduled by prior arrangement.

Scheduling a telehealth appointment involves reserving time specifically for you. Just as with in-person appointments, you are responsible for keeping all telehealth appointments.

We should usually start and end on time. In all telehealth sessions, the therapist will initiate the telehealth session, unless other arrangements have been made. A window will remain open around the starting time of your appointment. Just as with an in-person session, if your psychotherapist doesn't hear from you, s/he will attempt to reach you but will discontinue after several attempts.

Cancellations and unkept appointments are treated just like in-person cancellations and unkept appointments. The psychotherapist is not responsible for the client's ability to participate in the session, including technological limitations.

Confidentiality

The laws that protect the confidentiality of your medical information in the office also apply to telehealth sessions, including mandatory and permissive exceptions to confidentiality.

The client and psychotherapist both agree to keep the same privacy safeguards as during an in-person session. The environment should be free from unexpected or unauthorized intrusions or disruptions to our communication. There is a risk of being overheard by a third party near you if you do not conduct the session in an enclosed private room, with reasonable sound barriers, and with no one else present or observing.

The client and psychotherapist both agree to not record the telehealth sessions without prior written consent of both parties.

Consent

You have the right to opt in or opt out of the methods of telehealth communication at any time, without affecting your right to future care or treatment.

It is your responsibility to discuss prior to the telehealth session which medium will be used, how to use it, and any necessary preparation. (See next page)

Security

No electronic transmission system is considered completely safe from intrusion. Interception of communication by third parties remains technically possible.

Due to the complexities of electronic media and the internet, risks of telehealth include the potential for release of private information, including audio and images. So, your psychotherapist cannot fully guarantee the security of telehealth sessions. You are responsible for information security on your computer, laptop, tablet, or smartphone. As a policy, we ask for your agreement to not electronically record telehealth sessions without prior written consent.

While a variety of software programs are available for video conferencing, such as Skype, Facetime, or GoToMeeting, not all are encrypted, or compliant with Federal law to protect the privacy of your health communication. We use software with encryption to maximize your confidentiality.

Telephone

Telehealth can include telephone sessions. When using the telephone, remember to be in a place you feel comfortable speaking about personal and private matters. If you are using a cellular telephone, remember that not all calls or telephones are absolutely secure and may be compromised by various detection devices. A landline is preferable because it is more secure, more reliable, and often offers clearer audio quality.

Video Conferencing

The client is responsible for his/her own hardware and software, audio and video peripherals, and connectivity and bandwidth considerations.

At the time of the telehealth appointment, it is your responsibility to have your electronic device on, video conferencing software launched, and be ready to start the session at the time of the scheduled telehealth appointment.

Before an initial telehealth session, a test call in advance can be arranged to ensure that technology is functioning properly.

If a video telehealth session is blocked after several reasonable attempts, or is interrupted part way through our time, perhaps because of general Internet problems, please be open to having a telephone session for that time or the remainder of that time.

Payment

Just as with in-person services, telehealth services are a professional service, and a fee is charged at the same rate as in-person services.

Even when health insurance covers in-person services, health insurance may limit or deny coverage of telehealth services. You are responsible to confirm and know in advance what your insurance may or may not cover. If your insurance does not cover telehealth services, you will personally be responsible for full payment.

I have read and understand the information provided above. I have discussed it with my psychotherapist or instructor. All of my questions have been answered to my satisfaction. I hereby request and consent to telehealth services as a part of my experience. I agree to abide by the terms of this agreement.

Client Signature

Dr. James E. Walton, Ph.D.

Date

Client 2 Signature

Date