

## **Form 2. Telepsychology Consent Form**

Telepsychology is the delivery of psychological services using interactive audio or electronic audiovisual systems where the therapist and the client are not in the same physical location. The interactive electronic systems used in telepsychology incorporate network and software security protocols to protect the confidentiality of patient information and audio and visual data. These contracts include measures to safeguard the data and to aid in protecting against intentional or unintentional corruption. I use VSEE communications for this service, and it is encrypted end to end. I do have a Business Associates Agreement (BAA) with VSEE, to be in compliance with (HIPPA), Health Insurance Portability and Accountability Act, of 1996.

The telepsychology consent form is in addition to the regular Informed Consent and Office Policy consent form and Notice of Privacy Practices for Protected Health Information commonly known as HIPAA. You must sign both to participate in Telepsychology/Technology Assisted Counseling (TAC) sessions. TAC incorporates email, phone, and video counseling.

Potential benefits include increased accessibility to psychological care and convenience. However, there are also potential disadvantages, including that technology can fail, causing a breach of privacy. Traditional face to face meetings is the alternative to the use of telepsychology, and you have the right to choose the means of services you would prefer. I understand that the laws that protect the privacy and confidentiality of private health information also apply to telepsychology.

### **Benefits of Telepsychology**

1. The ability to expand your choice of service provider.
2. More convenient counseling options including location, time, no driving, etc.
3. Reduces the overall cost and time of therapy due to not having to drive to and from office.
4. Ability to have real time monitoring and reduces the wait time for scheduling office appointments.
5. Increased availability of services to homebound clients. clients with limited mobility, and clients without convenient transportation options.

### **Limitations of Telepsychology**

There are a few limitations to TAC counseling that can affect the quality of the session(s). These limitations include but are not limited to the following:

1. I cannot see in full your body language, or your non-verbal reactions to what we are discussing.
2. Due to technology limitations, I may not hear all of what you are saying and may need to ask you to repeat things.
3. Technology might fail before or during the TAC counseling session.
4. Although every effort is made to reduce confidentiality breaches, breaches may occur for various reasons.
5. To reduce the effect of these limitations, I may ask you to describe how you are feeling, thinking, and/or acting in more detail than I would during a face-to-face session. You may also feel that you need to describe your feelings, thoughts, and/or actions in more detail than you would during a face-to-face session.

I understand that the VSEE technology used by Phillips Mental Health Counseling PC is encrypted to prevent unauthorized access to my personal health information. I have the right to withhold or withdraw my consent to the use of telepsychology during my care at any time. I understand that, in this event, Lynda Phillips will work with me to find an alternative form of care. I understand that all rules and regulations which apply to the practice of clinical mental health therapy in the state of New York also apply to telepsychology.

My Responsibilities. I will not record any telepsychology sessions without written consent from Lynda Phillips. I understand that Lynda Phillips will not record any of our telepsychology sessions without my written consent. I will inform Lynda Phillips if any other person can hear or see any part of our session before the session begins. Lynda Phillips will tell me if any other person can hear or see any part of our session before the session begins. I understand that I, not Lynda Phillips, am responsible for the configuration of any electronic equipment used on my computer which is used for telepsychology.

I understand that it is my responsibility to ensure the proper functioning of all electronic equipment before my session begins. I understand that I must be a resident of the state of New York and that I must be physically present in the state of New York during my appointments with Lynda Phillips to be eligible for telepsychology services from Lynda Phillips. Patient Consent to the Use of Telepsychology. I have read and understood the information provided above regarding telepsychology, I have discussed it with Lynda Phillips and all my questions have been answered to my satisfaction.

### **The Sessions**

When I provide phone/video-counseling sessions, I will call you at our scheduled time or send you a link for our secure and HIPAA compliant video session. I expect that you are available at our scheduled time and are prepared, focused, and engaged in the session. I am calling you from a private location where I am the only person in the room. You also need to be in a private location where you can speak openly without being overheard or interrupted by others to protect your own confidentiality. If you choose to be in a place where there are people or others can hear you, I cannot be responsible for protecting your confidentiality. Every effort MUST be made on your part to protect your own confidentiality. I suggest you wear a headset to increase confidentiality and increase the sound quality of our sessions. Please know that I cannot guarantee the privacy or confidentiality of conversations held via phone, as phone conversations can be intercepted either accidentally or intentionally.

Please know that per best practices and ethical guidelines I can only practice in the state(s) I am licensed in. That means wherever you reside I must be licensed. You agree to inform me if your therapy location has changed or if you have relocated your domicile to a different jurisdiction.

**Telephone Connection Loss.** If we lose our phone connection during our session, I will call you back immediately. Please also attempt to call me at **917-692-1459** if I cannot reach you. If we are unable to reach each other due to technological issues, I will attempt to call you three times. If I

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cannot reach you, I will remain available to you during the entire course of our scheduled session. Should you contact me back and there is time left in your session we will continue. If the reason for a connection loss i.e., technology, your phone battery dying, bad reception, etc. occurs on your part, you will still be charged for the entire session. If the loss for connection is a result of something on my end, I will call you from an alternate number. The number may show up as restricted or blocked please be sure to pick it up.

**Video Connection Loss.** If we lose our connection during a video session, I will call you to troubleshoot the reason we lost connection. If I cannot reach you, I will remain available to you during the entire course of our scheduled session. Should you contact me back and there is time left in your session we will continue. If the reason for a connection loss i.e., technology, battery dying, bad reception, etc. occurs on your part, you will still be charged for the entire session. If the loss for connection is a result of something on my end, we can either complete our session via. phone or plan an alternate time to complete the remaining minutes of our session.

Please list your main number and an alternate number below.

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Number(s)

### **Recording of Sessions**

Please note that recording, screenshots, etc. of any kind of any session is not permitted and are grounds for termination of the client-therapist relationship.

### **Payment for Services**

Payments for services must be made **prior** to each session. I will charge your card on file or send you an invoice. Payment is to be completed prior to our session.

### **Cancellation Policy**

If you must cancel or reschedule an appointment, 24-hour advance notice is required, otherwise you will be held financially responsible. Should you cancel or miss an appointment with notification less than 24 hours this will result in being charged the **full fee** for your missed appointment. Cancellations must be communicated by phone; NOT email or text. If clients have more than 2 cancellations during treatment/therapy the therapist and client will address the need for ongoing therapy. Should a client express and wish and/or desire to continue a client may be asked to pre-pay for sessions when they are scheduled. If the client cancels or misses the session with less than 24 hours' notice and the session is pre-paid, this follows the cancellation guidelines, and the payment will not be reimbursed for the missed or canceled session less than 24 hours. Phone/video sessions should be treated as regular in office sessions. If you are late getting on the phone, are unable to talk at our scheduled time, your battery has died and you are unable to access another confidential place to talk, or any other variable that would have you not be able to attend our session please know that you will be charged for the session. Please make the necessary arrangements you need to be available and present for your session.

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### **Emergencies and Confidentiality**

I request an emergency contact for you. Please list the person's first and last name, relationship, and phone number(s) of your emergency contact:

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Full Name	Relationship	Number(s)
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I also request the address from which you are calling and the number to your local police department including area code in the area in which you are located during the time of our call.

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Street Address

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City	State	Zip Code
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City and State of Local Police Department	Phone Number
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If a situation occurs where we are talking and get disconnected and you are in crisis, you agree to call 988, emergency mental Health Hotline, or 911, go to your local emergency room immediately or contact the National Suicide Hotline at 800-784-2433.

If I have concerns about your safety at **any** time during a phone session, I will need to break confidentiality and call 911 (if located in the same county or emergency services in the area you are located at the time of the call) and/or your emergency contact immediately. Please note that everything in our informed consent that you signed, including all the confidentiality exceptions, still applies during phone/video sessions.

### **Consent to Participate in Telepsychology/Technology Assisted Counseling Sessions.**

By signing below, you agree that you have read and understand all the above sections of Telepsychology/TAC informed consent. You agree that you also understand the limitations associated with participating in TAC counseling sessions and consent to attend sessions under the terms described in this document.

Client's Name: \_\_\_\_\_ Date: \_\_\_\_\_.

Client's Signature: \_\_\_\_\_ Date: \_\_\_\_\_.

Clinician's Signature/Credentials: \_\_\_\_\_ Date: \_\_\_\_\_.