



TELEMENTAL HEALTH SERVICES AGREEMENT

Psychotherapy is a relationship that works in part because of clearly defined rights and responsibilities held by each person. This frame helps to create the safety to take risks and the support to become empowered to change. As a client in psychotherapy, you have certain rights that are important for you to know about because this is your therapy, whose goal is your well-being. There are also certain limitations to those rights that you should be aware of. As a psychotherapist, I have corresponding responsibilities to you.

Benefits and Risks of Telepsychology

Telemental health refers to the use of two-way real time-interactive audio and video equipment to support clinical psychiatric and psychotherapy services. One of the benefits of telepsychiatry and teletherapy 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 both our parts to be helpful. Although there are benefits of telepsychiatry and teletherapy, there are some differences between in-person psychotherapy and tele-modalities, as well as some risks. For example:

- Risks to confidentiality. Because telepsychiatry and teletherapy sessions take place outside of the psychiatrist or therapist's private office, 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. But it is important 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.
- Issues related to technology. There are many ways that technology issues might impact telepsychiatry and teletherapy. 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. Viruses, Trojans, and other involuntary intrusions have the ability to grab and related information you may desire to keep private.
- Crisis management and intervention. Usually, I will not engage in telepsychiatry and teletherapy with clients who are currently in a crisis situation requiring high levels of support and intervention. Before engaging in telepsychiatry and teletherapy, we will develop an emergency response plan to address potential crisis situations that may arise during the course of our telepsychology work, attached hereto as an addendum.

- **Efficacy.** Most research shows that telepsychiatry and teletherapy 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.

Confidentiality

I have a legal and ethical responsibility to make my best efforts to protect all communications that are a part of our telehealth encounter. However, the nature of electronic communications technologies 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 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 telepsychology sessions and having passwords to protect the device you use for telepsychiatry and teletherapy). With the use of technology, it is important to be aware that family, friends, co-workers, employers, and hackers may have access to any technology, devices, or applications that you use. I encourage you to only communicate through a computer, or any other device, that you know is safe, and to follow all applicable safety measures.

Social media has great potential as a public education tool and to facilitate communications. Nonetheless, certain activities may provide more information than the client is comfortable with sharing in the social media community, such as:

- posting a status update of "waiting in Dr. Smith's office for my weekly psychotherapy session" or
- allowing the GPS device in his/her smart-phone, tablet or computer to identify his/her location as the office of "Dr. Jones, Psychotherapist."

Due to the persistent stigma about mental illness and treatment, and to protect your confidentiality, please refrain from such social media conduct as described above.

Emergencies and Technology

All video conferencing correspondences will comply with HIPAA and HITECH requirements and incorporate network and software security protocols to protect the confidentiality of patient identification and imaging data and will include measures to safeguard the data and to ensure its integrity against intentional or unintentional corruption.

Assessing and evaluating threats and other emergencies can be more difficult when conducting telepsychiatry and teletherapy than in traditional in-person therapy. To address some of these difficulties, we will create an emergency plan before engaging in telepsychiatry and teletherapy services. As previously mentioned, 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; I will ask that you sign a separate authorization form allowing me 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 me back; instead, call 911 or go to your nearest emergency room. Call me back after you have called or obtained emergency services.

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If the session is interrupted and you are not having an emergency, disconnect from the session and I will wait two (2) minutes and then re-contact you via the telepsychology platform on which we agreed to conduct therapy. If you do not receive a call back within two (2) minutes, then call me on the phone number I provided you (XXX-XXX-XXXX).

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.

Informed Consent

By checking the box associated with "Informed Consent" I, [Insert full name], acknowledge that I understand and agree with the following

1. This service is provided by technology (including but not limited to video, phone, text, and email) and may not involve direct, face-to-face, communication. There are benefits and limitations to this service. These limitations may include, but are not limited to, the possibility, despite reasonable efforts on the part of my provider, that: the transmission of your medical information could be disrupted or distorted by technical failures; the transmission of your personal health information could be interrupted by unauthorized persons; the electronic storage of your personal health information could be accessed by unauthorized persons; and/or misunderstandings can more easily occur, especially when care is delivered in an asynchronous manner.
2. I understand will need access to, and familiarity with, the appropriate technology to participate in the service provided. Exchange of information will not be direct and any paperwork exchanged will likely be exchanged through electronic means or through postal delivery. I hereby consent to receiving telehealth services via telehealth technologies.
3. I understand that our online psychotherapy sessions occurs in the state of Florida and is governed by the laws of that state.
4. I understand that Premier Pysch offers telehealth-based therapy services, but that these services do not replace the relationship between me and my primary care doctor. I also understand it is up to my provider to determine whether or not my specific clinical needs are appropriate for a telehealth encounter.
5. The laws that protect the confidentiality of my medical and mental health information also apply to online mental health encounters. As such, I understand that the information disclosed by me during the course of my therapy is generally confidential. However, there are both mandatory and permissive exceptions to confidentiality, including, but not limited to reporting child, elder, and dependent adult abuse; expressed threats of violence towards self and/or an ascertainable victim; and where I make my mental or emotional state an issue in a legal proceeding. (See also Office Policies and HIPAA Notice of Privacy Practices forms, provided to me, for more details of confidentiality and other issues). I further understand that the dissemination to researchers or other entities, of any personally identifiable images or information from the telmental health interaction shall not occur without my written consent.

6. I understand that federal and state law requires health care providers to protect the privacy and the security of health information. I understand that my provider will take steps to make sure that my identifiable health information is not seen by anyone who should not see it. I understand that telemental health may involve electronic communication of my personal health information to other health practitioners who may be located in other areas, including out of state.
7. I understand I am responsible for reviewing the privacy settings and agreement forms of any applications or technology I use in connection with the telehealth encounter. Please contact Premier

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Psych with any questions on privacy measures.

8. I understand there is a risk of technical failures during the telehealth encounter beyond the control of my provider and Premier Psych. I agree to hold harmless my provider and Premier Psych for delays in evaluation or for information lost due to such technical failures.
9. I understand that I have the right to withhold or withdraw my consent to the use of telehealth in the course of my care at any time, without affecting my right to future care or treatment. I understand that I may suspend or terminate use of the telehealth services at any time for any reason or for no reason. I understand that if I am experiencing a medical emergency, that I will be directed to dial 9-1-1 immediately and that my provider is not able to connect me directly to any local emergency services.
10. I understand that alternatives to telehealth consultation, such as in-person services are available to me. I understand that online mental health based services and care may not be as complete as face-to-face services. I also understand that if my provider believes I would be better served by another form of psychotherapeutic services (e.g. face-to-face services) I may be asked to visit a psychotherapist who can provide such services in my area. Finally, I understand that there are potential risks and benefits associated with any form of psychotherapy, and that despite my efforts and the efforts of my provider, my condition may not improve, and in some cases may even get worse.
11. I understand that I may expect the anticipated benefits from the use of telehealth in my care, but that no results can be guaranteed or assured.
12. I understand that my health care information may be shared with other individuals for scheduling and billing purposes. Persons may be present during the consultation other than the provider in order to operate the telehealth technologies. I further understand that I will be informed of their presence in the consultation and thus will have the right to request the following: (1) omit specific details of my health history/examination that are personally sensitive to me; (2) ask non-essential personnel to leave the telehealth examination; and/or (3) terminate the consultation at any time.
13. I understand that I will not be prescribed any narcotics for pain.
14. I understand that if I participate in a consultation, that I have the right to request a copy of my health records which will be provided to me at reasonable cost of preparation, shipping and delivery, in accordance with applicable state law.
15. I understand that the inability to have direct, physical contact with the psychotherapist is a primary difference between telehealth and direct in-person service.
16. I have been informed of alternate forms of communication between me and a provider for urgent matters.
17. I understand that I am responsible for initiating the connection with my provider at the time of my session. I further understand that it is my responsibility to create an environment on my end of the transmission that is not subject to unexpected or unauthorized intrusion of my personal information.
18. I have had a conversation with my provider, during which I had the opportunity to ask questions in regard to this practice. My questions have been answered and the risks, benefits and any practical alternatives have been discussed with me in a language in which I understand.

I understand that I am responsible for adhering to the patient participation guidelines below:

Patient's participation – For a professional psychotherapy session the following is expected of the patient:

- Dress appropriately
- Avoid using mind altering substances prior to session
- Hold the session in an appropriate room when attending a video session
- Do not have anyone else in the room unless you first discuss it with your provider

- Do not engage in or conduct other activities while in session, such as driving or working
- Do not bring any weapons of any kind to session
- Do not record sessions without first obtaining the provider's approval
- Be located within the states in which the provider is licensed to practice (patient should inform the provider of his/her/their location) *waived during the COVID-19 crisis.

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I have read this document carefully, and understand the risks and benefits of the telehealth consultation and have had my questions regarding the procedure explained and I hereby give my informed consent to participate in a telehealth consultation under the terms described herein.

By checking the Box containing "**INFORMED CONSENT FOR TELEHEALTH SERVICES**" I hereby certify,

- That I have read or had this form read and/or had this form explained to me.
- That I fully understand its contents including the risks and benefits of the modality.
- That I have been given ample opportunity to ask questions and that any questions have been answered to my satisfaction.

INFORMED CONSENT FOR TELEHEALTH SERVICES

This agreement is intended as a supplement to the general informed consent that we agreed to at the outset of our provider-patient relationship and does not amend any of the terms of that agreement. my signature below indicates agreement with its terms and conditions.

Signature of patient, parent, or guardian

Date