



## **INFORMED CONSENT FOR TELEHEALTH DURING THE CORONAVIRUS (COVID-19) PANDEMIC**

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 your provider know if you have any questions. When you sign this document, it will represent an agreement between us.

If you and your therapist chose to use information technology for some or all of your treatment, you need to understand that: (1) You retain the option to withhold or withdraw consent at any time without affecting the right to future care or treatment or risking the loss or withdrawal of any program benefits to which you would otherwise be entitled. (2). All existing confidentiality protections are equally applicable. (3) Your access to all medical information transmitted during a telemedicine consultation is guaranteed, and copies of this information are available for a reasonable fee. (4). Dissemination of any of your identifiable images or information from the telemedicine interaction to researchers or other entities shall not occur without your consent. (5). There are potential risks, consequences, and benefits of telemedicine.

### **Benefits and Risks of Telehealth**

Telehealth refers to providing psychotherapy 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.

Other potential benefits include, but are not limited to improved communication capabilities, providing convenient access to up-to-date information, consultations, support, reduced costs, improved quality, change in the conditions of practice, improved access to therapy, better continuity of care, and reduction of lost work time and travel costs.

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 provider's office, there is potential for other people to overhear sessions if you are not in a private place during the session. On our end, your provider will take reasonable steps to ensure your privacy. It is important; however, for you to make sure you find a private place for your session where you will not be interrupted. It is also important for you to protect the privacy of your 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 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.
  
- **Crisis management and intervention.** Usually, we will not engage in telehealth with clients who are currently in a crisis situation requiring high levels of support and intervention. We may not have an option of in-person services presently, but in a crisis situation, you may require a higher level of services. Before engaging in telehealth, we will develop an emergency response plan to address potential crisis situations that may arise during the course of our telehealth work.
  
- **Therapeutic Limitations.** Effective therapy is often facilitated when the therapist gathers within a session or a series of sessions, a multitude of observations, information, and experiences about the client. Therapists may make clinical assessments, diagnosis, and interventions based not only on direct verbal or auditory communications, written reports, and third person consultations, but also from direct visual and olfactory observations, information, and experiences. When using information technology in therapy services, potential risks include, but are not limited to the therapist's inability to make visual and olfactory observations of clinically or therapeutically potentially relevant issues such as: your physical condition including deformities, apparent height and weight, body type, attractiveness relative to social and cultural norms or standards, gait and motor coordination, posture, work speed, any noteworthy mannerism or gestures, physical or medical conditions including bruises or injuries, basic grooming and hygiene including appropriateness of dress, eye contact (including any changes in the previously listed issues), sex, chronological and apparent age, ethnicity, facial and body language, and congruence of language and facial or bodily expression. Potential consequences thus include the therapist not being aware of what he or she would consider important

information, that you may not recognize as significant to present verbally to the therapist.

### **Electronic Communications**

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

### **Confidentiality**

We have a legal and ethical responsibility to make our best efforts to protect all communications that are a part of telehealth services. The nature of electronic communications technologies, however, is such that we cannot guarantee that our communications will be kept confidential or that other people may not gain access to our communications. We 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).

The extent of confidentiality and the exceptions to confidentiality that are outlined in the **A Balanced Life LLC Informed Consent for Psychotherapy and Practice Policies** document still apply in telehealth. Please let your provider know if you have any questions about exceptions to confidentiality.

### **Appropriateness of Telehealth**

During this time, it may not be possible to engage in in-person sessions. Your provider will let you know if they decide that telehealth is no longer the most appropriate form of treatment for you. If you decide telehealth is not optimal for you, it is important to let your provider know. If needed, you and your provider will discuss options of engaging in referrals to another professional in your location who can provide appropriate services.

### **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, you and your provider will create an emergency plan before engaging in telehealth services. You will have listed an emergency contact person in your informed consent, who will be contacted in the event of a crisis or emergency to assist in addressing the situation. Your signature on the informed consent allows your provider to contact your

emergency contact person as needed during such a crisis or emergency. If the session is interrupted for any reason, such as technological connection failure, and you are having an emergency, do not call us back; instead, call 9-1-1, Jackson County, MO Crisis Line: 541-774-8201  
Johnson County KS Crisis Line: 1-800-950-6264  
National Suicide Prevention Lifeline: 1-800-273-8255  
or go to your nearest emergency room. Call your provider 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, refresh the connection and return to the virtual waiting room. Your provider will wait two (2) minutes for you to re-connect via the telehealth platform on which we agreed to conduct treatment. If you do not connect via the telehealth platform within two (2) minutes, then your provider will call you at the number provided in your electronic health record.

### **Fees**

The same fee rates will apply for telehealth as apply for in-person therapy. Some insurers are waiving co-pays during this time. It is important that you contact your insurer to determine if there are applicable co-pays or fees which you are responsible for. 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 therapy sessions, you will be solely responsible for the entire fee of the session. Please contact your insurance company prior to our engaging in telehealth sessions in order to determine whether these sessions will be covered.

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. Your provider will maintain a record of the session in the same way records of in-person sessions are kept in accordance with A Balanced Life LLC practice policies.

### **Informed Consent**

This agreement is intended as a supplement to the **A Balanced Life LLC Informed Consent for Psychotherapy and Practice Policies** contract that we agreed to at the time of enrollment and does not amend any of the terms of that agreement.

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Your signature below indicates agreement with its terms and conditions.

**Client 1:**

\_\_\_\_\_  
Client Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

**Client 2:**

\_\_\_\_\_  
Client 2 Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

**Witness:**

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name