Teletherapy Treatment Guidelines and Informed Consent

Teletherapy, or therapy done via the internet using a HIPAA-compliant video-conferencing platform or by telephone, allows clients to engage in services without being in the same physical location. This can be helpful in ensuring continuity of care if the client is unable to meet in person. This type of therapy can involve mental health care delivery, diagnosis, consultation, treatment, transfer of medical data, and education using interactive audio, video, and/or data communications. Telemedicine also involves the communication of my medical/mental health information, both orally and visually, to other health care practitioners. This consent also includes other forms of telecommunication such as text or email. Although there are benefits of teletherapy, there are some differences between in-person psychotherapy and teletherapy, as well as some risks.

Risks to confidentiality: Therapists have a legal and ethical responsibility to protect with best efforts and reasonable means all communications that are a part of teletherapy. Because teletherapy sessions take place outside the therapist’s private office, there is potential for other people to overhear sessions if the client is not in a private place during the session, therefore it is the client’s responsibility to monitor privacy on their end. The therapist will attempt to use updated encryption methods, firewalls, and back-up systems to help keep personal information private, but there is a risk that our electronic communications may be compromised, unsecured, or accessed by others. However, the nature of electronic communication technologies is such that the therapist cannot guarantee that our communications will be kept confidential or that other people may not gain access to our communications.

Issues related to technology: There are many ways that technology issues might impact teletherapy. It may stop working during a session, for example, or other people might be able to access our private conversation despite prudent measures taken by the therapist.

Crisis management and intervention: I will not engage in teletherapy with clients in a crisis situation requiring high levels of support and intervention. It is recommended that clients in crisis call 911 or Acute Psychiatric Services at 612-873-3161. I do not check my email or texts on a scheduled or regular basis, so telecommunications with me are not advised during an emergent situation. Assessing and evaluating threats and other mental health emergencies can be more difficult when conducting teletherapy vs. traditional in-person therapy.

Efficacy: Most research shows that teletherapy is nearly as effective as in-person therapy, although there can be disadvantages as the therapist is not able to assess fully any nonverbal information when working remotely.

Electronic Communication: We will decide together which kinds of technologies to use. The confidentiality of email or texting communication cannot be guaranteed, so clients are advised to refrain from sending personal data or information via email or text.

Engagement in therapy: Clients are expected to give their full attention to and engage in therapy during their teletherapy appointment and not engage in other household tasks.
Treatment is most effective when clinical discussions occur at your regularly scheduled sessions. If clients forget their regularly scheduled session and, after the session time has started, call and want to do a teletherapy session, this may or may not be allowed and a late fee may be assessed.

**Fees:** The same fees and rates apply to telemedicine as to in-person therapy.

**Records:** The teletherapy sessions shall not be recorded in any way, by either party, unless agreed to in writing by mutual consent. The therapist will maintain records of sessions in the same way they are maintained for in-person therapy.

I understand I have the following rights with respect to telemedicine:

1) The right to withhold or withdraw consent at any time without affecting my right to future in-person care or treatment.

2) The laws that protect the confidentiality of my medical information also apply to telemedicine. 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 vulnerable adult abuse, indications of an imminent threat to harm oneself, expressed threats of violence toward an ascertainable victim, and where the client makes their mental or emotional state an issue in a legal proceeding. (See HIPAA Notice of Privacy Practices form for more details of confidentiality.)

**Informed Consent**

This agreement is intended as a supplement to the general informed consent.

1) I understand there are risks and consequences from telemedicine. These may include, but are not limited to, the possibility that despite reasonable efforts on the part of the therapist, communication using any form of telecommunication, including, but not limited to telephone, text, email, or teletherapy via videoconferencing may be interrupted due to technical failures and carry the risk of compromised confidentiality.

2) I understand that telemedicine-based services and care may not yield the same results nor be as complete as face-to-face services.

3) This agreement is intended as a supplement to the general treatment consent.

My signature below indicates agreement with the terms and conditions outlined in this consent.

____________________________________
Client Name

____________________________________
Client Signature

_________ ____________
Date

Last modified 03/30/2020