

INFORMED CONSENT FOR TELEPSYCHOLOGY DURING COVID-19 PUBLIC HEALTH EMERGENCY

This Informed Consent for Telepsychology contains important information focusing on doing psychotherapy using the phone or the Internet. Please read this carefully, and let me know if you have any questions. When you sign this document, it will represent an agreement between us.

Benefits and Risks of Telepsychology

Telepsychology refers to providing psychotherapy services remotely using telecommunications technologies, such as video conferencing or telephone. One of the benefits of telepsychology 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 telepsychology, there are some differences between in-person psychotherapy and telepsychology, as well as some risks. For example:

- Risks to confidentiality. Because telepsychology sessions take place outside of the 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 telepsychology. 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. I will not record your sessions, and I ask that you do not record them either, to help protect your privacy.
- Crisis management and intervention. Usually, I will not engage in telepsychology with clients who are currently in a crisis situation requiring high levels of support and intervention. Before engaging in telepsychology, we will develop an emergency response plan to address potential crisis situations that may arise during the course of our telepsychology work.
- Efficacy. Most research shows that telepsychology 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.

Electronic Communications

We will decide together which kind of telepsychology service to use. You may have to have certain computer or cell phone systems to use telepsychology services. You are solely responsible for any cost to you to obtain any necessary equipment, accessories, or software to take part in telepsychology.

Treatment is most effective when clinical discussions occur at your regularly scheduled sessions. But if an urgent issue arises, you should feel free to attempt to reach me by phone at (423)825-4040. I will try to return your call within 24 hours except on weekends and holidays. If you are unable to reach me and feel that you cannot wait for me to return your call, contact your family physician or the nearest emergency room and ask for the psychologist or psychiatrist on call. If I will be unavailable for an extended time, I will provide you with the name of a colleague to contact in my absence if necessary. Usually, this will be one of the medical clinicians at Chattanooga Peds.

Confidentiality

I have a legal and ethical responsibility to make my best efforts to protect all communications that are a part of our telepsychology. 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 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 telepsychology sessions and having passwords to protect the device you use for telepsychology).

The extent of confidentiality and the exceptions to confidentiality that I outlined in my Informed Consent still apply in telepsychology. Please let me know if you have any questions about exceptions to confidentiality.

Across the modern internet, many companies and apps track your computer/device use for marketing purposes. It is possible that if you use a device where you are logged into another program or app that tracks your data, that program/app will retain knowledge that you used a telehealth platform. Some of these may include screenshots of your face on camera, which acts like a “cookie” that you used a certain website. You (or others) may even see these screenshots in the “frequently visited sites” page when you or someone else opens your browser. I am not able to fully advise about how to prevent apps from tracking your computer usage to avoid tracking your usage of telehealth services, as this is beyond my area of expertise. However, if this is something you are concerned about, I encourage you to contact a data security professional to ask how to protect your usage from tracking.

Appropriateness of Telepsychology

From time to time, we may schedule in-person sessions to “check-in” with one another. I will let you know if I decide that telepsychology is no longer the most appropriate form of treatment for

Telepsychology Informed Consent for Dr. Jason Steadman

you. We will discuss options of engaging in in-person counseling or referrals to another professional in your location who can provide appropriate services.

As a rule, I do not perform telepsychology services for new patients. For a new patient appointment, I require you to come see me in person.

I will not use telepsychology for testing (psychological evaluations).

Emergencies and Technology

Assessing and evaluating threats and other emergencies can be more difficult when conducting telepsychology than in traditional in-person therapy. To address some of these difficulties, we will create an emergency plan before engaging in telepsychology services. 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.

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 at (423)825-4040.

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.

Fees

The same fee rates will apply for telepsychology as apply for in-person psychotherapy. Since COVID-19, most insurance or other managed care providers do cover sessions that are conducted via telecommunication the same way the do in-person sessions. 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.

Records

The telepsychology sessions shall not be recorded in any way unless agreed to in writing by mutual consent. I will maintain a record of our session in the same way I maintain records of in-person sessions in accordance with my policies.

Limitations of Location

Since the COVID-19 public health emergency, the federal government waived some of the laws that limited where patients were allowed to be for telehealth to be covered by Medicare. Previously, Medicare rules required patients and clinicians to be in a “designated site” for services to be covered. In other words, most patients could not simply call from home. **These laws were temporarily waived to allow patients and clinicians to contact each other from home.**

However, State (not Federal) law defines whether a clinician can practice within their state, and, as of the date of this document (3/29/2023) not all states have agreed to let psychologists practice across state lines. This is important because I am currently only licensed to practice in TN, which means I cannot provide services to patients in any state other than TN, unless the state in which the patient resides has waived the licensure limitations temporarily for the COVID-19 emergency. **Thus, currently, in order to use telepsychology services, you must only utilize the service within TN state boundaries.** Otherwise, I may be breaking the law by providing clinical services to you outside of my jurisdiction. This does not mean you have to come see me in person if you do not live in TN. It only means that you must drive across state lines before we formally engage in a clinical session.

As much of the COVID-19 crisis has resolved around the U.S., many laws were changed to accommodate the crisis. I cannot guarantee that these laws will remain the same forever. The limitations described above could change (for better or for worse) at any moment. I will keep up with changes and inform you if they affect our work together. Please ask me if you have any questions.

Informed Consent

This agreement is intended as a supplement to the general informed consent that we agreed to at the outset of our clinical work together and does not amend any of the terms of that agreement. Your signature below indicates agreement with its terms and conditions.

Client name (print)

Client (DOB)

Parent/Guardian name (print)

Parent/Guardian signature

Date

Client signature (if 16 or over)

Date