

INFORMED CONSENT FOR TELEHEALTH AND IN-PERSON SERVICES DURING THE COVID-19 PUBLIC HEALTH CRISIS (revised 6/8/20)

This informed consent contains important decisions (yours and mine) with regard to the risks and benefits of both in-person and telehealth mental health services. Please read this carefully and let me know if you have any questions. When you and I sign this document, it will be an agreement between us.

In-Person sessions

If we agree to meet in person for some or all of our future sessions, either one of us can decide at any time to shift to telehealth services for any reason. We certainly will discuss it first and do what we can to address any concerns or challenges that change might present. Either of us may determine that it is more prudent for health and/or emotional concerns; it is not necessary that the other party agree before the change is made, though we can process any thoughts and feelings regarding the change in venue.

Insurance or third-party coverage of services

Reimbursement of telehealth services is a determination made by the third-party insurers, agencies and applicable law. If there are any changes to the coverages at the time we enter into this agreement, we will inform one another and discuss the choices. While telehealth has historically been variably covered by third-party payers or at a reduced rate, that has generally changed during the time of this pandemic. It may change in the future and we agree to discuss how to proceed at that time.

Risks of Opting for In-Person Services

Ethical considerations of informed consent obligate me to discuss potential risks and benefits of decisions my clients need to make.

It is important for me to share with you that by coming to the office, or for that manner any number of public outings, you are assuming the potential risk of exposure to the coronavirus-19 (or other public health risk). Please be assured that I will still take precautions to make this as healthy of a place as I can in order to minimize risks. We will discuss procedures and precautions that we can take to enhance the conditions each of us requires to feel secure with in-person meetings.

For example, this may include such provisions as the following:

- We may agree for you to wait in the car and my texting you when my office is available for you to enter, spending minimal time in the common areas;
- We may agree that you will make provisions to minimize use of the toilet facilities in order to minimize your possible exposure to the virus, though the restrooms are regularly cleaned;
- We may agree that you and I will wear a mask in the common areas of MVPSC, and even in my office: and
- We will, of course, not shake hands, hug for comfort and will maintain social distancing as close to six feet as possible.

Telehealth Sessions

As noted above, if we agree that it is appropriate to meet through some form of telehealth for some or all future sessions, that is a viable option. Telehealth allows you and I to meet in a confidential context through some platform that primarily allows for visual and/or audio therapy without the risks that may come from in-person contact.

I do want you to understand that you have the following rights with respect to telehealth:

1. Mental health services offered through telehealth may include evaluation, assessment, consultation, treatment planning, as well as psychological coaching and counseling.
2. If we agree to engage in telehealth services, I assure you that you have the right to withhold or remove consent at any time without affecting your right to future care or treatment.
3. The laws that protect the confidentiality of your personal information also apply to telehealth. As such, I want you to understand that the information shared by you during the course of my sessions is confidential, as it would be with information shared during in-person sessions. The dissemination of any personally identifiable information from the telehealth interactions are subject to all the standards that apply to any other information you share with me in our professional relationship.

4. There are risks and consequences from telehealth that include, but are not limited to, the possibility that despite reasonable efforts on my part, the transmission of your personal information could be disrupted or distorted by technical failures and/or the transmission of your personal information could be interrupted by unauthorized persons.
5. Also, there is the possibility that telehealth-based mental health services may not be as comprehensive or comparable with the benefits of in-person services. If that does become an actual issue, I want you to know that we will discuss the options at that time.
6. I also want you to understand that certain situations including emergencies and crises are inappropriate for audio, video and/or computer-based mental health services. If you develop a crisis or experience a medical or mental health emergency, by signing this informed consent, I want you to know that you should immediately call 911 or go to the nearest hospital or crisis facility.
 - a. I am defining "emergency situations" to include, but are not limited to, the following: thoughts about hurting or harming yourself or others, having uncontrolled psychotic or manic symptoms, experiencing a life-threatening situation, abusing drugs or alcohol or experiencing other concerns that may present a risk to your safety.
7. The charges and/or reimbursements for the telehealth sessions may be the same or different than for in-person sessions, now or in the future. If there is a significantly lower amount of insurance coverage for telehealth compared to in-person sessions, now or in the future, we will have a conversation and come to an agreement on how to handle that situation.
8. As noted above, there is no guarantee that current waivers by third-party payors will continue indefinitely. Likely, they will not. I ask that you be primarily responsible to be aware of any changes in the coverage of telehealth services offered by your third-party payor. *(Even different policies offered by the same insurer may have different coverages for telehealth in a post-pandemic crisis period.)* On my part, as a courtesy, I will certainly inform you if I become aware that the coverage for telehealth arrangements by your third-party payor(s) change.
9. Finally, I want you to know that you may opt to choose a 25-minute telehealth session, but I would ask that you make that decision at least 24-hours in advance of your scheduled telehealth appointment. *(This may be of particular help if you are bearing the full responsibility for payment for the session.)*

As your mental health provider, I now ask that you sign below that you have read, understand and agree to the provisions contained in this Informed Consent with regard to the provision of telehealth and in-person services. Again, thank you for considering me a mental health resource. I do not take your trust lightly.

Your signature: _____ Date: _____

Your Printed Name: _____

The city and state in which the telehealth services are being provided: _____

Preferred contact information for telehealth contact:

Cell phone: _____ Email: _____

Preferred mode of contact (please rank in order of preference:

_____ laptop _____ Apple product _____ cell phone

Emergency Contact Name/Telephone number:

Mental health provider: _____ Date: _____