

# The Halliday Center For Psychotherapy and Wellness, Inc.

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## **INFORMED CONSENT FOR TELEHEALTH SERVICES**

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

**1. Purpose:** The purpose of this form is to obtain your consent for telehealth consultation, assessment, or psychotherapy with your mental health treatment provider. The purpose of this consultation or psychotherapy is to assist in the diagnosis or treatment of mental health and behavioral health concerns.

**2. Nature of Telehealth:** Telehealth involves the use of audio, video or other electronic communications to interact with you, consult with your mental healthcare provider and/or review your medical information for the purpose of diagnosis, therapy, follow-up and/or education. During your telehealth sessions, details of your medical history and personal health information may be discussed through the use of interactive video, audio and telecommunications technology. Additionally, for persons working with our M.D. physician staff members, with your consent, a physical examination of you may take place and video, audio, and/or photo recordings may be taken.

**3. Benefits and Risks of Telehealth:** One of the benefits of telehealth 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 are under quarantine conditions, if either move to a different location, takes an extended vacation, or is otherwise unable to continue to meet in person. It is also more convenient and reduces commute 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 psychotherapy and telehealth, as well as some risks. For example:

**4. Risks to confidentiality:** Because telehealth sessions take place outside of the therapist's private office you will be responsible for finding a convenient place for you that is away from other people in order to insure the privacy of your session. On our end, we will take reasonable steps to ensure your privacy. It is important for you to make sure you find a private place for our session where you will not be interrupted. You should participate in therapy only while in a room or area where other people are not present and cannot overhear the conversation.

**5. Issues related to technology:** There are 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. To reduce these potential issues only a telehealth service that is HIPAA compliant with "end to end" encryption will be utilized. A potential

risk of telehealth is that because of your specific condition, or due to technical problems, a face-to-face consultation still may be necessary after the telehealth appointment.

**6. Crisis management and intervention:** Usually, clinicians at The Halliday Center for Psychotherapy and Wellness, Inc. will not engage in telehealth with clients who are currently in a crisis situation requiring high levels of support and intervention. 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.

**7. Efficacy:** Most research shows that telehealth 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. Our use of high quality video and audio service and the preference of using a laptop computer instead of a cell phone (if possible), is one way to mitigate this issue.

**8. Electronic Communications:** The Halliday Center for Psychotherapy and Wellness, Inc. uses HIPAA compliant software with "end to end" encryption to conduct our online sessions. You will only need to have either a computer or cell phone with a internet connection to use our telehealth services.

For communication between sessions, we only use email communication and text messaging with your permission and only for administrative purposes unless we have made another agreement. This means that email exchanges and text messages with my office should be limited to administrative matters. This includes things like setting and changing appointments, billing matters, and other related issues. You should be aware that we cannot guarantee the confidentiality of any information communicated by regular email or text. Therefore, I will not discuss any clinical information by regular email or text and prefer that you do not either. Also, I do not regularly check my email or texts, nor do I respond immediately, so these methods **should not** be used if there is an emergency.

If you do choose to communicate with us by email, we prefer for you to use our encrypted, HIPAA compliant email using the user name and password provided to you.

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. 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.

**9. Confidentiality:** We have a legal and ethical responsibility to make our best efforts to protect all communications that are a part of our telehealth. However, the nature of electronic communications technologies 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 and use passwords to protect the device you use for telehealth. All existing confidentiality protections under federal and California law apply to information used or disclosed during your telehealth consultation. The extent of confidentiality and the exceptions to confidentiality that we outlined in The Halliday Center for Psychotherapy and Wellness, Inc.'s Informed Consent still apply in telehealth. Please let me know if you have any questions about exceptions to confidentiality.

**10. Appropriateness of Telehealth:** 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 telehealth is no longer the most appropriate form of treatment for you. We will discuss options of engaging in in-person counseling or referrals to another professional in your location who can provide appropriate services.

**11. Emergencies and Technology:** Assessing and evaluating threats and other emergencies can be more difficult when conducting telehealth than in traditional in-person therapy. To address some of these difficulties, we will create an emergency plan before engaging in telehealth 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 the crisis hotline at 1-800-479-3339**, 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 telehealth 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 and extension I provided you (760) 635-3310.

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.

**12. Fees:** The same fee rates will apply for telehealth 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 telehealth sessions in order to determine whether these sessions will be covered.

**13. Records:** The telehealth sessions shall be recorded in writing. I will maintain a record of our session in the same way I maintain records of in-person sessions in accordance with The Halliday Center for Psychotherapy and Wellness, Inc. policies. All laws concerning patient access to medical records and copies of medical records apply to telehealth.

Dissemination of any patient identifiable images or information from the telehealth consultation to researchers or other entities shall not occur without your consent.

**14. RIGHTS.** You may withhold or withdraw your consent to a telehealth consultation at any time before and/or during the consult without affecting your right to future care or treatment, or risking the loss or withdrawal of any program benefits to which you would otherwise be entitled.

**Informed Consent: My health care provider has discussed with me the information provided above. I have had an opportunity to ask questions about this information and all of my questions have been answered. I have read and agreed to a telehealth consultation.**

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

\_\_\_\_\_

Date

\_\_\_\_\_

Therapist

\_\_\_\_\_

Date

**REFUSAL:** I choose NOT to participate in a telehealth consultation as described above.

\_\_\_\_\_

Client

\_\_\_\_\_

Date

\_\_\_\_\_

Therapist

\_\_\_\_\_

Date

## Patient Telehealth Information Form

Prior to telehealth services being rendered, this form must be completed. A copy will be provided to the patient/family, as well as placed into the patient's medical record. Provided information must be accurate, may be verified by the provider or another appointed designee through the organization, and will be utilized to ensure the safety of all parties. If the treating provider determines there is a justifiable reason to break confidentiality to ensure the safety of the patient or another person due to the patient's behavior, the provider is authorized to do so. Conditions for breaking confidentiality may include, but are not limited to: if the patient is determined to be an active harm to themselves or to another, if abuse is recognized, or for a medical or behavioral emergency. If confidentiality must be broken, the treating provider will make reasonable efforts to inform the patient/parents prior to or following the disclosure, as allowed.

### General Contact Information:

Patient Name:	Patient Home Address:	
If minor: Parent/Legal Guardian/custodian Name: 1. 2.	Contact phone # 1. 2.	
<b>Emergency Contact Information:</b>		
<b>Name:</b>	Relationship to Patient:	Best Phone Number to call
<b>1.</b>		
<b>2.</b>		
<b>3.</b>		
<b>Emergency numbers:</b>		
<b>The Access and Crisis Hot Line</b> Available 7 days a week, 24 hours a day to provide support, referrals, and <b>crisis</b> intervention		(888) 724-7240
Scripps Memorial Hospital Encinitas	354 Santa Fe Drive Encinitas, CA 92024	(760) 633-6501
Sharp Mesa Vista Hospital	7850 Vista Hill Ave, San Diego, CA 92123	(858) 836-8434
UC San Diego Health Emergency Services, La Jolla	434 Medical Center Dr, La Jolla, CA 92037	(858) 657-7600

**I hereby consent to my healthcare provider contacting my emergency contacts listed above in the event of an emergency as defined above**

**Name:** \_\_\_\_\_ **Date:** \_\_\_\_\_

