

# Agreement for Telehealth & Instructions

DBT of Southern Oregon

*The Digital Age continues to facilitate new ways to assist people to meet their mental health needs. We are happy to move in step with technological advancements and provide telehealth services. As part of our commitment to your well-being and safety, some guidelines are necessary. Please review this carefully.*

## **TELEHEALTH**

Variously dubbed telemedicine, teletherapy, distance therapy, e-therapy, internet therapy, or online therapy, “telehealth” is defined as the use of electronic transmission to provide interactive real-time mental health services remotely, including consultation, assessment, diagnosis, treatment planning, counseling, psychotherapy, coaching, guidance, psycho-education, education and transfer of medical information with an experienced therapist. This can include both video and audio forms of communication, via the internet or telephone. **Telehealth services do not include texting or e-mail.**

## **OFFICE AGREEMENTS**

Telehealth is governed by all the same ethics and laws that cover in-person, in-office psychotherapy. Consequently, all other policies, consents and agreements signed with your therapist apply to telehealth services as well. This document is an addendum to all in-office services agreements, and does not substitute for any such agreements.

## **ADVANTAGES & DISADVANTAGES**

The main advantage of telehealth is that it provides flexibility for continuity of care when in-person sessions cannot be conducted. Telehealth by videoconference allows for both verbal and non-verbal communication in a way that is similar but not identical to in-person communication.

**Telehealth is not a universal substitute, nor the same as in-person psychological service.**

Some report that telehealth services do not provide the same level of ease, comfort and connection, and may not seem as “complete” when discussing personal and private matters. Body language isn’t as fully visible. Misunderstandings may occur more easily. These differences may impact the quality of the professional therapeutic relationship. Just as with in-person psychotherapy, the effectiveness of telehealth services cannot be guaranteed. Discuss any concerns as they arise.

## **PREREQUISITES**

**Telehealth may work best when face-to-face sessions occur at the beginning of a therapeutic relationship.**

Telehealth also requires some reasonable comfort with technology. Telehealth is best for augmenting in-person services when a client is unable to come to the office location due to temporary limitations, such as medical conditions limiting physical mobility, distance due to travel, and scheduling conflicts, etc. **To provide optimal care, ideally in-person sessions are recommended.**

Under certain extreme circumstances when telehealth should not be provided due to the nature of therapeutic services needed, your therapist may recommend: coming into the office, waiting until you can come into the office, or referring you to a therapist who can provide such services in-person. With the COVID-19 pandemic, receiving in-person therapy services from anyone may become very challenging if not impossible to accomplish without hospitalization.

**Professional services are being provided under a license issued by and limited to practice within the state of Oregon. Therefore, the client signing below affirms that s/he resides in the state of Oregon at the time of telehealth services and is not actively suicidal or at risk for suicide, even unintentionally, as for example, due to current drug/alcohol abuse not reported to your therapist.**

## **EMERGENCIES**

**Telehealth is not recommended for any psychological emergency.** If your therapist believes you would be better served with in-person therapy and your therapist is unable to provide that, you will be referred to a therapist in your area who can provide such services. (Note: Again, this may not be possible, despite being needed, given the current COVID-19 pandemic and limited options for in-person work, unless you are hospitalized.)

Please initial here \_\_\_\_\_ 1

Just as with in-person services, if an emergency should occur during a telehealth session, your therapist will consider taking any steps necessary to ensure your safety and that of others.

### **SCHEDULING**

Telehealth sessions are scheduled ahead of time at regular times. These appointments reserve time specifically for you. Just as with in-person appointments, you are responsible for keeping and paying for all telehealth appointments.

We will start and end on time. **In all telehealth sessions, the therapist will initiate the telehealth session**, unless other arrangements are made in advance. A window of 15 minutes will remain open after the start time of your session. Just as with an in-person session, **if your therapist doesn't hear from you or can't get through to you, please call her by phone if you are having difficulty.**

Cancellations and missed appointments are handled in the same way as in-person cancellations are handled in other forms. ***The therapist cannot be responsible for the client's ability to participate in sessions, including technological difficulties or disruptions.***

### **CONFIDENTIALITY**

The same laws protecting the confidentiality of your medical information in the office apply to telehealth sessions, including mandatory reporting and permitted exceptions, such as child, elder and dependent adult abuse reporting, risks to the client's wellbeing, threats of violence to an identifiable victim and when clients enter their own emotional or mental factors into a legal proceeding.

The client and therapist both agree to keep the same privacy safeguards used during in-person sessions. Ensure that your environment is free from unexpected or unauthorized intrusions or disruptions to our communication. **You are asked to preserve privacy and limit the risk of being overheard by a third party by conducting the session in a private room with closed doors, with reasonable sound barriers, and no one else present or observing.** Earphones may be very helpful to help you preserve privacy as well. **The client and therapist both agree to not record the telehealth sessions without prior written consent.**

### **CONSENT**

**You have the right to opt in or opt out of telehealth communication at any time, without affecting your right to future care or treatment, except during the COVID 19 pandemic when in-person sessions will not be available for a period of time. Please discuss this thoroughly with your therapist.**

**Your signature below indicates that you understand that you are responsible for learning to handle the specific medium used, *prior to your telehealth sessions*, and to engage in any necessary rehearsals to ensure effectiveness. (See "Instructions" on following pages.) Before an *initial telehealth session*, a test call up to 10 minutes in advance (not immediately prior to your session) can be arranged to ensure that technology is functioning properly.**

### **SECURITY**

No electronic transmission system is considered completely safe from intrusion. While a variety of software programs are available for video conferencing, such as Skype, Facetime, or GoToMeeting, most are not encrypted, or compliant with Federal law to protect the privacy of your health communication. We use software with encryption to maximize your confidentiality.

Interception of communication by third parties remains technically possible. **You are responsible for information security on *your own* computer, laptop, tablet, or smartphone.**

Due to the complexities of electronic media and the internet, the risks of telehealth include the potential for the release of private information, including audio, written materials and images which may be disrupted, distorted, interrupted or intercepted by unauthorized persons, despite your therapist's reasonable efforts. Consequently, **your psychotherapist cannot fully guarantee the security of telehealth sessions.**

### **TELEPHONE**

**Telehealth can include telephone sessions.** When using the telephone, remember to secure the privacy of your physical environment so you feel comfortable speaking about personal and

private matters. If using a cellular telephone, remember that not all calls or telephones are absolutely secure and may be compromised by various detection devices. If others are not likely to pick up the phone, a landline may be preferable as it is more electronically secure, and may have clearer audio quality. This is not advisable in reunification cases where children are involved.

**VIDEO CONFERENCING**

At the time of the telehealth appointment, it is your responsibility to have your electronic device on, video conferencing software launched, and be ready to start the session at the time of the scheduled telehealth appointment. This requires setting up, a few minutes prior to each start time. The client is responsible for his/her own hardware and software, audio and video peripherals, and connectivity and bandwidth considerations.

If a video telehealth session is disrupted after reasonable attempts, we will switch to a telephone session instead.

**PAYMENT & INSURANCE**

Telehealth services are professional services and are charged at the same rate as in-person services. Non-divorce/custody individual *clients who are not paying with retainers are asked to calendar the mailing of checks via snail mail, 5 days prior to appointments after the first week of using telehealth.*

*Clients relying on insurance reimbursement are responsible for contacting your insurance companies immediately and well in advance to ensure that telehealth is covered by your policy.* Telehealth must be coded differently for insurance billing purposes. Even when health insurance covers in-person services, *health insurance may limit or deny coverage of telehealth services.* If your insurance does not cover telehealth services, you will personally be responsible for full payment

*I have read and understand the information provided above. I have discussed any questions or concerns with my therapist/mediator, and these have been fully addressed to my satisfaction. I hereby request and consent to telehealth services as the primary or adjunct part of my treatment. I agree to inform my therapist and provide her with a different specific physical address at the outset of any telehealth sessions, whenever I participate in such sessions from a different address than that indicated below. I agree to abide by the terms of this agreement and to read and follow the instructions below (Please initial these as well!).*

---

Client Printed Name	Signature	Date
---------------------	-----------	------

**Physical Address** from which I will be communicating privately for Telehealth Sessions:

---

Street Address	City/State	Zip Code
----------------	------------	----------

---

Client Printed Name	Signature	Date
---------------------	-----------	------

**Physical Address** from which I will be communicating privately for Telehealth Sessions:

---

Street Address	City/State	Zip Code
----------------	------------	----------

---