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Client Information and Consent for Teletherapy

Introduction

Teletherapy is the delivery of mental and developmental health services using interactive audio and visual electronic systems where the provider and the client are not in the same physical location. The interactive electronic systems used in teletherapy incorporates network and software security protocols (encryption) to protect the confidentiality of client information and audio and visual data.

Potential Benefits of teletherapy

- Increased accessibility to care
- Client convenience

Potential Risks with teletherapy

As with any healthcare service, there may be potential risks associated with the use of teletherapy. These risks include, but may not be limited to:

- Information transmitted may not be sufficient (e.g., poor resolution of video) to allow for appropriate therapeutic decision making by provider.
- Providers may not be able to provide or arrange for emergency care that I may require.
- Delays in treatment may occur due to deficiencies or failures of the equipment.
- Security protocol can fail (although extremely unlikely) causing a breach of privacy or my confidential information.
- A lack of access to all the information that might be available in a face-to-face session but not in a teletherapy session may result in errors in therapeutic judgement.

Alternatives to the use of teletherapy

- Traditional face to face sessions with a provider when available or possible
- Phone session with a provider

Confidentiality Standard Required for Teletherapy

- During a teletherapy session, both locations shall be considered a client/provider office regardless of room's intended use.
- Both sites shall be appropriately chosen to provide audio and visual privacy.
- Rooms shall be designated private for the duration of the session with the provider and no unauthorized access shall be permitted.
- Both sites shall take every precaution to ensure the privacy of the session and the confidentiality of the client. All persons in the room at both sites shall be identified to all participants prior to the consultation and the client's permission shall be obtained for any visitors or clinicians to be present during the session.
- HIPAA confidentiality requirements apply the same for teletherapy as for face-to-face consultations.

My Rights

1. I understand that the laws that protect the privacy and confidentiality of therapeutic information also apply to teletherapy.
2. I understand that the video conferencing technology used is encrypted to prevent unauthorized access to my private information.
3. I have the right to withhold or withdraw my consent to the use of teletherapy during the course of my care or treatment.
4. I understand that the Operation Breakthrough provider has a right to withhold or withdraw his/her consent for the use of teletherapy during the course of my care at any time.

5. I understand that all the rules and regulations which apply to the practice of mental health services in the State of New Jersey also apply to teletherapy.
6. I understand that the client and provider will not record any of our teletherapy sessions without prior written consent.

Client Consent to the use of teletherapy

I have read and understand the information provided above regarding teletherapy, have discussed it with my provider and all of my questions have been answered to my satisfaction.

I hereby give my informed consent for the use of teletherapy in my psychotherapeutic care and authorize provider: _____ to use teletherapy in the course of my diagnosis and treatment.

Print Client Name: _____

Signature of Client: _____ **Date:** _____

OR Verbal Consent Date: _____

(or consent of Parent/Guardian if Client is under 18, unless minor is emancipated)

Provider: _____

Signature of Provider: _____ **Date:** _____

My Responsibilities

1. I will not record any teletherapy sessions without prior written consent from the provider.
2. I will inform the provider if any other person can hear or see any part of our session before the session begins. The provider will inform me if any other person can hear or see any part of our session before the session begins.
3. I understand that third parties may be required to join in the meeting with my provider and me to provide technical support. I understand that I may be asked to interact with the technical support person on camera in order to fix the problem. I understand that if I decline this request and my equipment is rendered unusable for video conferencing, I may forfeit my option to use teletherapy.
4. I understand that I, not the provider, am responsible for the configuration of equipment on my computer which is used for teletherapy. I understand that it is my responsibility to ensure the proper functioning of all electronic equipment before my session begins. I understand that I may need to contact a designated third party (secure telehealth) or technical support to determine my computer's readiness for teletherapy prior to beginning teletherapy sessions with my provider.
5. I understand that if I need emergency mental health services, I should contact my local emergency provider at 911.