



Telehealth Services Agreement

NAME: _____ DOB: _____ SSN: XXX-XX-_____

Benefits and Risks of Telehealth: Telehealth refers to the provision of services (including psychological assessment and psychotherapy) remotely using telecommunications technologies, such as videoconferencing or telephone. One of the benefits of telehealth is that the client/patient and clinician can engage in services without being in the same physical location. This can be helpful in ensuring continuity of care if either party moves to a different location, takes an extended vacation, or is otherwise unable to continue to meet in person. It may also be more convenient. 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.

- **Risks to confidentiality:** Because telehealth sessions take place outside of a 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. Hence, use of a headset or headphones is recommended. Your vehicle is not an acceptable place to conduct a session.
- **Risks related to technology:** There are many ways that technology issues might impact provision of telehealth services. 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.
- **Crisis management and intervention:** Telehealth sessions may not be appropriate for patients 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 work. This will minimally require identification of an emergency contact (e.g., a person who lives with you or nearby) in the event I am unable to reach you, and need to ensure your safety. I will therefore ask that you include this person's name and phone number on the bottom of this form.
- **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.

Electronic Communications: I have a legal and ethical responsibility to make my best efforts to protect all communications that are a part of telehealth services. Your signature is required on my Authorization for Communication of PHI by Unsecured Transmissions form, which covers electronic communications including email and text messaging. For telehealth sessions specifically, we will be using an Internet-based video-conferencing and psychological assessment platforms that are HIPAA and HITECH compliant, and use end-to-end encryption. *You should also take reasonable steps to ensure the security of our communications.* For example, use a secure network for telehealth sessions rather than a public/free Wi-Fi network or hotspot. You should also have passwords to protect the device(s) you use for telehealth. Additionally, the extent of

confidentiality and the exceptions to confidentiality that I outlined in my Mandatory Disclosure still apply in telehealth.

Appropriateness of Telehealth: Because some of the services I provide (i.e., biofeedback training, neuropsychological testing, etc.) typically require in-person visits, use of telehealth may not be feasible for all patients. Additionally, assessing and evaluating threats and other emergencies can be more difficult when conducting telehealth than in traditional in-person therapy. We may therefore need to return to in-person sessions, or do so periodically (as is also expected by the CO Board of Psychologist Examiners).

Logistical Issues: If the session is interrupted for any reason, such as the technological connection fails, and you are in the midst of an emergency or mental health crisis, call 911 or proceed to your nearest emergency room. Alternatively, you may also call Highlands Behavioral Health at (720) 348-2800 for a mental health assessment, as they have staff available 24 hours a day, seven days per week. If I am unable to reach you or am unsure as to whether or not you have obtained emergency services, I may need to call your designated emergency contact. If the session is interrupted and you are not having an emergency, please re-connect to the telehealth platform. If you do not do so within two (2) minutes, I will give you a call. If I cannot reach you or you are unable to re-connect for any reason, you may also call me on my cell phone (720.394.4385), which is otherwise reserved for urgent matters outside of business hours. If there is a subsequent technological failure and we are unable to resume the connection, we may then need to reschedule.

Fees: The same rates apply for telehealth as for in-person psychotherapy. I primarily provide services under Workers' Compensation and I will bill your insurance carrier directly. However, if you are paying out of pocket and we experience a technology failure, you will only be billed for the amount of time spent for your session.

Records: Telehealth sessions will not be recorded or retained in any form. The only information that the video-conferencing platform keeps is the date, time, and length of each session. Because I do not allow third party observers (TPOs; i.e., a spouse, family member, nurse case manager, or any electronic recording devices) to be present for evaluations or treatment sessions, you also may not record or retain any portion of a telehealth consultation, psychological testing, or therapy session. I will maintain a record of your session in the same way I maintain records of in-person sessions. I will also have to document where you were at the time of your session. I am therefore requesting that you designate the place (i.e., your home) and address of where you plan to be. Additionally, because I am only licensed in CO, I cannot see you through telehealth if you are located outside of the state.

Informed Consent: This agreement is intended as a supplement to the general informed consent included in the Mandatory Disclosure, and does not amend any of the terms of that agreement.

By signing this form, I agree with these terms and conditions, and give my consent to participate in telehealth services with Rebecca Hawkins, Ph.D., PC (DBA Behavioral Medicine Center). I designate my preferred place for participating in telehealth services as (place): _____, which is located at (address): _____. If I opt to change locations, I agree to notify Dr. Hawkins at the beginning of the session. I also designate my emergency contact as follows: Name: _____; Phone: (_____) _____; Relationship: _____. and give my consent for Dr. Hawkins to contact this person in the event of an emergency or to ensure my safety (as discussed above). I also agree to complete any psychological assessment measures independently while in a quiet, private environment that is conducive to valid test taking. Last, I will not record, copy, or reproduce any test materials or protocols utilized in my evaluation or any portion of a telehealth session conducted during the course of my treatment.

Signature of Patient

Date