

# Lindsay Durham, MA, LMFT

## INSTITUTE FOR COUPLE AND FAMILY ENHANCEMENT

### TELETHERAPY CONSENT FORM

#### What is Teletherapy?

Teletherapy, also referred to as Telemental health, involves the use of electronic communications to enable physicians and other healthcare professionals, including mental healthcare professionals, to improve the access to quality and appropriate care. Teletherapy includes the practice of health-care delivery, evaluation diagnosis, consultation, treatment, transfer of medical data, and education using interactive audio, video, or data communications. Treatment Providers may include, but are not limited to, psychiatrists, psychologists, nurses, counselors, clinical social workers, and marriage and family therapists.

Teletherapy services with Lindsay Durham are available to **Texas Residents only**. I provide teletherapy services for individual adults (18+), Couples, and Families and Children (12+). During national emergencies and crisis, exceptions for the age criteria will be made on a case by case basis. At this time teletherapy services are only being offered via videoconferencing and telephone. Sessions will not be conducted through email or text messaging though the client may choose to communicate with me through these electronic mediums in accordance with the Communication Consent Form provided in the Therapy Information and Consent to Treatment (Informed Consent) form.

#### Risks and Benefits

In addition to the risks and benefits outlined in the Informed Consent, Teletherapy has its own unique risks and benefits. Benefits include improved access to care for clients who are homebound, lack reliable transportation, or do not have providers near them. Teletherapy can be beneficial for those who are more comfortable communicating online rather than face to face. Teletherapy often offers more flexibility with scheduling. Risks include but aren't limited to: unexpected technological failures during sessions, increased risks to privacy which creates an additional burden on the client to ensure that sessions are private and undisrupted, and hacking. An important risk to consider is the lack of nonverbal communication (body signals) that are readily available to both therapist and client in face-to-face sessions. Without this information, teletherapy may be slower to progress or be less effective altogether. While research results for teletherapy are finding it to be equally effective for most clients compared to traditional in office therapy, further research will continue to emerge as this technology evolves to guide the most effective practices. However, because of these risks close attention must be paid to client progress and periodic on-going evaluations must be conducted to ensure the effectiveness of this form of therapy. Should I determine that teletherapy is no longer appropriate the client will be referred for in-office treatment with me or will be referred out to an in-person therapist near them.

#### Necessity of In-Person Evaluation

If possible, it is **strongly** recommended that the initial session be done face to face so the appropriateness of teletherapy can be evaluated. If found to be helpful, Lindsay Durham will provide information on how to use the appropriate technology and review best practices to ensure that sessions run smoothly.

### Teletherapy Platform

In order to provide efficient services to clients and ensure patient confidentiality, I will be utilizing Google Meet for telehealth services. Through the ICFE, I have a Business Associate Agreement to utilize Google Meet in a manner that is compliant with HIPAA requirements.

### Client Records

All records are kept in written, hard-copy form and stored at the ICFE in compliance with current privacy laws. All records are kept for 5 years after the date of client's final session. Clients have the right to request a copy of the record or a brief summary. All records requests must be submitted in writing (please see the additional fees section of the Informed Consent for information on the records request fee).

### Verification of Client Identity

At the initial session the client will be required to provide proof of identity (TX Driver's License, Passport, etc.). After initial verification has been provided the client will be asked to verify their identity each session by answering a few security questions. During the initial session, the client will also select a code word to be used at the therapist's discretion should a security concern arise. In addition to verifying identity, clients will also be asked to identify their location at the time of the session.

### Minors and Teletherapy

For any minor participating the parent must provide proof of the child's identity (ex. school id with photo, passport, other parent verbally confirming child identity) as well as their own. If there are custody orders in place, a copy of the divorce decree must be provided so that parent's right to consent for treatment can be verified. An additional consent for the treatment of a minor must be on file in order for services to be rendered.

### Technological Failures

Should a video or telephone session experience a disruption/technological failure the therapist will re-establish the connection (place a new video or telephone call) unless other arrangements between client and therapist are agreed upon. If videoconferencing is temporarily unavailable the session will resume via telephone (in accordance with the client's Consent for Communication). If, after 15 minutes connection cannot be re-established or the session resumed on the phone, then the session will be rescheduled. If the technological failure occurs on the therapist's end, the client will not be charged for the remainder of the appointment time; however, if the failure occurs on the client's end they are still subject to the full fee of the scheduled session.

### Fees and Insurance

I am not an in-network provider for any insurance companies. Depending upon your particular policy you may or may not have coverage for Teletherapy. It is the client's responsibility to contact their insurance company to verify coverage. My private pay rate is \$115 for a normal 50-55 minute psychotherapy session. For additional information on my rates and cancellation policy please refer to the Informed Consent. A Pre-Authorized Billing Agreement form will be kept on file for active clients to allow for efficient and timely billing. Clients who wish to pay for sessions via cash or check instead of credit card may make a payment in person at the office prior to the scheduled session or mail payment to the office address. Cash or check payments

must be received prior to the scheduled session, and credit card charges will be run prior to the scheduled session. Questions about billing may be directed to me directly.

### Emergencies

Teletherapy sessions are available by appointment only. I am unable to provide emergency teletherapy services. Should an emergency arise please call 911 or proceed to the nearest emergency room. Additional information on my emergency procedures can be found in the Informed Consent. Given that therapy is not being conducted face to face, I do require all teletherapy clients have an emergency contact on file.

### Best Practices

In an effort to create an environment that is as close to a face-to-face experience as possible the following guidelines are strongly recommended:

- A. Ensure that your location is private and secure. Try to conduct your session in a room that allows you to separate yourself from distractions and any non-participants in the home who might overhear. Make arrangements for childcare if necessary.
- B. For child therapy, Lindsay Durham may request for specific materials to be available for the child to access during the session. Please prepare and gather these materials ahead of time to allow for the scheduled session time to be devoted to therapy.
- C. If the session is being conducted through video chat:
  - Make sure there is sufficient lighting. Dark and solid colored clothing works best and lowers risk of interference with video image. Avoid large pieces of jewelry that reflect light. Take off hats and sunglasses that limit the view of your face.
  - Only use a Wi-Fi network that is secure via password protection, no public Wi-Fi!
  - Position yourself and camera so that you are visible from at least the waist up. If there are multiple participants make sure everyone is in view.
  - If possible, arrange to make a test-call with Google Meet to a friend or family member to ensure that you are familiar with the technology.

### **By signing this form, I understand the following:**

I am consenting to teletherapy for myself and any minor children under my guardianship with Lindsay Durham, MA, LMFT.

I understand that if I am experiencing an emergency I will follow the procedures laid out in the Informed Consent Form.

I understand that I am responsible for (a) providing the necessary computer, telecommunications equipment and internet access for my online counseling/teletherapy sessions, (b) abiding by the best practices described in this addendum.

I understand that by signing this agreement I am not waiving any existing protections for confidentiality, privacy, or other consumer protections as defined in the Informed Consent Form.

I understand that my insurance may not cover teletherapy and Lindsay Durham is an out of network provider. I understand that I have the right to request an Out-Of-Network Statement that I can submit to my insurance company to potentially be reimbursed for expenses.

I understand that teletherapy services and care may not be as complete as face-to-face services. I also understand that if my therapist determines that teletherapy is no longer appropriate, I will be referred for face-to-face sessions with Lindsay Durham or to a therapist near me who can provide such services. I understand that there are potential risks and benefits associated with any form of psychotherapy, and that despite my efforts and the efforts of my therapist, my condition may not improve, and in some cases may even get worse.

I understand that in the event of an adverse reaction to the treatment, or in the event of an inability to communicate as a result of a technological or equipment failure, I shall seek follow-up care or assistance at the recommendation of my therapist.

I understand that the laws that protect privacy and the confidentiality of medical information also apply to teletherapy. I understand that the information disclosed by me during the course of my treatment is generally confidential. However, there are both mandatory and permissive exceptions to confidentiality as outlined in the main Informed Consent.

I understand that I have the right to withhold or withdraw my consent to the use of teletherapy in the course of my care at any time, without affecting my right to future care or treatment.

I understand that I have the right to inspect all information obtained and recorded in the course of a telemedicine interaction, and may receive copies of this information for a reasonable fee.

I agree that I will not record any part of the therapy session without written agreement from Lindsay Durham.

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Client Signature

\_\_\_\_\_  
Date

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Client Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Lindsay Durham, MA, LMFT

\_\_\_\_\_  
Date