

**Nicholas Wilkens PhD, LMFT-Supervisor, LPC-Supervisor, PLLC**  
**Independent Contract Therapist**  
**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 Nicholas Wilkens, PhD, LMFT-S, LPC-S are available to Texas Residents only. I provide Teletherapy services for individual adults (18+), Couples, Families, and Children (12+). During national emergencies and crisis exceptions for the age criteria will be made on a case by case basis. For additional information on the types of therapeutic services I provide please visit my website [www.nicholaswilkensphd.com](http://www.nicholaswilkensphd.com). 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 Informed Consent.

**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 uninterrupted; 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 individual therapy conducted online are certainly promising, there are presently no studies that have directly examined the

effectiveness of couple or family interventions in an online context compared to in-person treatment.

Further research on the online delivery of couple and family therapy is necessary to establish the effectiveness of online service delivery. 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 I will provide information on how to use the appropriate technology and review best practices to ensure that sessions run smoothly.

### **Zoom Pro Platform**

In order to provide efficient services to clients and ensure patient confidentiality I employ the assistance of the HIPAA compliant videoconferencing platform Zoom Pro. Electronic systems used through Zoom Pro will incorporate network and software security protocols to protect the confidentiality of patient identification and imaging data and will include measures to safeguard the data and to ensure its integrity against intentional or unintentional corruption.

### **Client Records**

All records are kept in written, hard copy form and stored at the Institute for Couple and Family Enhancement in compliance with current privacy laws. All records are kept for 5 years after the date of client's final session, or 5 years after minor client turns 18.

Clients and Parents/Legal Guardians for Minor 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 4 digit code 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.

## **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 form.) If after 15 minutes connection can't 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 appointment; if the failure occurs on the client's end they are still subject to the full session fee (pro-rated session rates not available).

## **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.

## **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 for evaluation. Additional information on my emergency procedures can be found in the Informed Consent form. Given that therapy is not being conducted face to face, I do require all Teletherapy clients have an emergency contact on file (additional release will be provided).

## **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. If the session is being conducted through video chat:

- 1. 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.

2. Only use a WiFi network that is secure via password protection, no public WiFi!

3. 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.

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

I am consenting to Teletherapy for myself and/or my minor child with Nicholas Wilkens, PhD, LMFT-S, LPC-S.

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 hereby authorize WeCounsel, and its employees, agents and independent contractors, to use telemedicine in the course of my diagnosis and treatment.

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 that Nicholas Wilkens, PhD, LMFT-S, LPC-S is not in-network with my insurance, but 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 Nicholas Wilkens, PhD, LMFT-S, LPC-S 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 form.

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.

\_\_\_\_\_  
Client/Legal Guardian Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Client/Legal Guardian Signature

\_\_\_\_\_  
Date

Therapist Use Only:

\_\_\_\_\_