

Jessica R. Potter, MA, LMFT, LCP
INSTITUTE FOR COUPLE AND FAMILY ENHANCEMENT
Independent Contract Therapist
LMFT License #202373 LPC License #73185
T (830) 542-2207, F (210) 496-0101, potter@icfetx.com, www.icfetx.com

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 Jessica Potter are available to **Texas Residents only**. I provide teletherapy services for individual adults (18+), Couples, and Families. During national emergencies 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 Informed Consent.

Credentials, Physical Location, and Contact Information

Jessica Potter has obtained a NBCC accredited 15 hour certificate in Technology Assisted Services/Telehealth therapy that meets the training requirements for licensees in the State of Texas. I will be conducting teletherapy at the Institute for Couple and Family Enhancement located at 21015 Market Ridge Suite 101, San Antonio, TX 78258 unless specified otherwise. (During the COVID-19 pandemic, Jessica Potter shall be conducting teletherapy at her home in Bulverde, TX. Files temporarily filed at her home will be stored in HIPAA complaint locations).

Risks and Benefits

Teletherapy has its own unique risks and benefits in addition to those outlined in the Informed Consent Form. Benefits include improved access to care for clients who are homebound, lack reliable transportation, do not have providers near them, or for those who are more comfortable communicating online rather than face to face. Teletherapy also often offers more flexibility with scheduling. Risks include, but are not 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. Research results for individual therapy conducted online are promising, however, more information is still needed to examine the effectiveness of couple and/or family interventions in an online context compared to in-person treatment. 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

It is required, unless otherwise determined by Jessica Potter, that the initial therapy session be done face-to-face so the appropriateness of teletherapy can be evaluated. If necessary, I will provide information on how to use the appropriate technology and review best practices to ensure that sessions run smoothly.

We Counsel Platform

In order to provide efficient services to clients and ensure patient confidentiality, I employ the assistance of a HIPAA compliant videoconferencing platform called WeCounsel (www.wecounsel.com). Electronic systems used through WeCounsel 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 request 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

During your face-to-face intake session, the client will be required to provide proof of identity (TX Driver's License, Passport, etc.). 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. After initial verification has been provided, the client will be asked to verify their identity at the beginning of each teletherapy session by answering a few security questions. In addition to verifying identity, clients will also be asked to identify their location at the time of the session.

Technological Failures

In the case of a video/telephone session experiencing a disruption/technological failure the therapist will re-establish the connection (place a new video/telephone call) unless other arrangements have been made between the client and therapist. If the therapist is not able to re-establish the connection within 15 minutes of a disruption/technological failure, contact regarding rescheduling will be made via phone message and/or email in accordance with the client's consent for communication form. If more than 30 minutes of the session has been conducted before the technological failure, the client will still be subject to the full session fee.

Session Fees

I am not an in-network provider for any insurance companies. My private pay rate is \$115 per 50 minute teletherapy hour. Teletherapy session fees and cancellation policies are the same as face-to-face sessions fees and cancellation policies. Please refer to the Informed Consent Form. 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.

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. Teletherapy services do not constitute as emergency/crisis therapy services. In the event of an emergency, you have several options. You may go to the nearest emergency room, call 911 for emergency assistance, or contact the Crisis Stabilization Unit of the Center for Health Care Services at 225-5481 (M-F, 8-5), after-hours emergency, call 531-7826. You may also call the United Way HELP Hotline by dialing 227-4357 (HELP). **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

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

- 1) 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.
- 2) If the session is being conducted through video chat:
 - a) 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.
 - b) Only use a WiFi network that is secure via password protection, no public WiFi!
 - c) Position yourself and camera so that you are visible from at least the waist up. If there are multiple participants, please 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 Jessica Potter, MA, LMFT, LPC. This is an addendum teletherapy consent form that must be signed in conjunction with the Informed Consent form for Ms. Potter.

I understand that I am NOT allowed to record any video session with Jessica Potter for any reason.

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

I understand that I am responsible for the \$115 session fee per 50-minute therapy hour, as well as upholding the cancellation policies as defined in the Informed Consent Form.

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 Jessica Potter, MA, LMFT, LPC 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 because 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 as defined in the Informed Consent Form 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 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 teletherapy interaction, and may receive copies of this information for a reasonable fee after first consulting with the therapist.

Client/Legal Guardian Signature

Date

Jessica R. Potter, MA, LMFT, LPC

Date