

INFORMATION ABOUT THE SAMPLE INFORMED CONSENT FOR TELEPSYCHOLOGY

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This sample informed consent for telepsychology has been created to help psychologists comply with Guideline 3 of the *Guidelines for the Practice of Telepsychology*, promulgated by the Joint Task Force for the Development of Telepsychology Guidelines for Psychologists.¹ Psychologists who plan to engage in telepsychology should review the full Guidelines; this sample form is only one element of meeting the standard of care.

This form is designed to be an adjunct to your normal informed consent document and does not cover many topics that need to be addressed in order to provide full informed consent to your clients. It is important for you to ensure that your informed consent document complies with the ethical requirement that you obtain informed consent from your clients before engaging in services (Ethical Principles of Psychologists and Code of Conduct, 2017, Standards 10.02, 4.02). This is not only an ethical requirement but also a good risk management strategy.

This sample form is drafted in general terms and will need to be modified to fit your specific practice. In addition, it is important for you to be aware of any laws or regulations in your state that govern the practice of telepsychology, as this form does not strive to comply with any specific state laws. *There may be additional elements required for this informed consent to fully comply with your state's requirements. You are strongly advised to have your own attorney review your informed consent for telepsychology document prior to using it to ensure that it is in compliance with your state laws and regulations.*

Portions of the sample form include bracketed information with instructions for use. Of special importance is the section on emergencies, which contains some suggested language for developing an emergency plan with your clients. You are encouraged to modify this section to reflect the specific plan that you develop for addressing emergency and crisis situations that may arise during the course of telepsychology.

Feel free to adapt the following draft text for your practice or agency.

¹ Joint Task Force for the Development of Telepsychology Guidelines for Psychologists (2013). Guidelines for the practice of telepsychology. *American Psychologist*, 68, 791-800. Retrieved from <https://www.apa.org/pubs/journals/features/amp-a0035001.pdf>

INFORMED CONSENT FOR TELEPSYCHOLOGY

This Informed Consent for Telepsychology contains important information focusing on doing psychotherapy using the phone or the Internet. Please read this carefully, and let me know if you have any questions. When you sign this document, it will represent an agreement between us.

Benefits and Risks of Telepsychology

Telepsychology refers to providing psychotherapy services remotely using telecommunications technologies, such as video conferencing or telephone. One of the benefits of telepsychology is that the client and clinician can engage in services without being in the same physical location. This can be helpful in ensuring continuity of care if the client or clinician moves to a different location, takes an extended vacation, or is otherwise unable to continue to meet in person. It is also more convenient and takes less time. Telepsychology, however, requires technical competence on both our parts to be helpful. Although there are benefits of telepsychology, there are some differences between in-person psychotherapy and telepsychology, as well as some risks. For example:

- Risks to confidentiality. Because telepsychology sessions take place outside of the 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.
- Issues related to technology. There are many ways that technology issues might impact telepsychology. 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. Usually, I will not engage in telepsychology with clients who are currently in a crisis situation requiring high levels of support and intervention. Before engaging in telepsychology, we will develop an emergency response plan to address potential crisis situations that may arise during the course of our telepsychology work.
- Efficacy. Most research shows that telepsychology 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

We will decide together which kind of telepsychology service to use. You may have to have certain computer or cell phone systems to use telepsychology services. You are solely responsible

for any cost to you to obtain any necessary equipment, accessories, or software to take part in telepsychology.

[Below are some optional provisions to add more detail about the use of email/text messaging and communication between sessions. Modify as appropriate if you have secure, encrypted email that you use differently with clients or delete if not applicable or redundant.]

For communication between sessions, I only use email communication and text messaging with your permission and only for administrative purposes unless we have made another agreement. This means that email exchanges and text messages with my office should be limited to administrative matters. This includes things like setting and changing appointments, billing matters, and other related issues. You should be aware that I cannot guarantee the confidentiality of any information communicated by email or text. Therefore, I will not discuss any clinical information by email or text and prefer that you do not either. Also, I do not regularly check my email or texts, nor do I respond immediately, so these methods **should not** be used if there is an emergency.

Treatment is most effective when clinical discussions occur at your regularly scheduled sessions. But if an urgent issue arises, you should feel free to attempt to reach me by phone. I will try to return your call within 24 hours except on weekends and holidays. If you are unable to reach me and feel that you cannot wait for me to return your call, contact your family physician or the nearest emergency room and ask for the psychologist or psychiatrist on call. If I will be unavailable for an extended time, I will provide you with the name of a colleague to contact in my absence if necessary.

Confidentiality

I have a legal and ethical responsibility to make my best efforts to protect all communications that are a part of our telepsychology. However, the nature of electronic communications technologies is such that I cannot guarantee that our communications will be kept confidential or that other people may not gain access to our communications. I will try to use updated encryption methods, firewalls, and back-up systems to help keep your information private, but there is a risk that our electronic communications may be compromised, unsecured, or accessed by others. You should also take reasonable steps to ensure the security of our communications (for example, only using secure networks for telepsychology sessions and having passwords to protect the device you use for telepsychology).

The extent of confidentiality and the exceptions to confidentiality that I outlined in my Informed Consent ***[use whatever title you have for your informed consent document]*** still apply in telepsychology. Please let me know if you have any questions about exceptions to confidentiality.

Appropriateness of Telepsychology

From time to time, we may schedule in-person sessions to “check-in” with one another. I will let you know if I decide that telepsychology is no longer the most appropriate form of treatment for you. We will discuss options of engaging in in-person counseling or referrals to another professional in your location who can provide appropriate services.

Emergencies and Technology

[Providers must work with their telepsychology clients to develop a plan for dealing with crisis/emergency situations and technology failures when providing telepsychology services. These plans should include things such as: how crisis/emergency situations will be addressed (local resources, hotlines, trusted people identified by the client, etc.); how to confirm client's location; how to deal with technology failures during sessions and in crisis situations; how to deal with billing in the event of technology failures; and similar considerations. Some optional language is included below – these are only suggestions and should be modified as appropriate for your specific circumstances.]

Assessing and evaluating threats and other emergencies can be more difficult when conducting telepsychology than in traditional in-person therapy. To address some of these difficulties, we will create an emergency plan before engaging in telepsychology services. I will ask you to identify an emergency contact person who is near your location and who I will contact in the event of a crisis or emergency to assist in addressing the situation. I will ask that you sign a separate authorization form allowing me to contact your emergency contact person as needed during such a crisis or emergency.

If the session is interrupted for any reason, such as the technological connection fails, and you are having an emergency, do not call me back; instead, call 911, ***[include any local hotlines or other resources]***, or go to your nearest emergency room. Call me back after you have called or obtained emergency services.

If the session is interrupted and you are not having an emergency, disconnect from the session and I will wait two (2) minutes and then re-contact you via the telepsychology platform on which we agreed to conduct therapy. If you do not receive a call back within two (2) minutes, then call me on the phone number I provided you (XXX-XXX-XXXX).

If there is a technological failure and we are unable to resume the connection, you will only be charged the prorated amount of actual session time.

Fees

The same fee rates will apply for telepsychology as apply for in-person psychotherapy. However, insurance or other managed care providers may not cover sessions that are conducted via telecommunication. If your insurance, HMO, third-party payor, or other managed care provider does not cover electronic psychotherapy sessions, you will be solely responsible for the entire fee of the session. Please contact your insurance company prior to our engaging in telepsychology sessions in order to determine whether these sessions will be covered.

Records

The telepsychology sessions shall not be recorded in any way unless agreed to in writing by mutual consent. I will maintain a record of our session in the same way I maintain records of in-person sessions in accordance with my policies.

Informed Consent

This agreement is intended as a supplement to the general informed consent that we agreed to at the outset of our clinical work together and does not amend any of the terms of that agreement. Your signature below indicates agreement with its terms and conditions.

Client

Date

Therapist

Date