TELEHEALTH INFORMED CONSENT

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Telehealth Informed Consent
This Informed Consent for telehealth contains important information focusing on psychotherapy over the Internet. It outlines potential risks and benefits that are different from in-person psychotherapy and defines both of our roles in protecting your privacy and ensuring your safety and wellbeing while conducting telehealth services. 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.

Telehealth sessions will be provided primarily through TherapyNotes. Doxy.Me or HIPAA-compliant Google Meet may be used as back-up platforms in the case that TherapyNotes is not working properly. TherapyNotes and Doxy.Me are both HIPAA-compliant, web-based video/audio counseling services, while Google Meet (through Google Workspace) is a HIPAA-compliant, web-based video/audio conferencing service.

To start a scheduled telehealth session: log in to your TherapyNotes client portal. Any telehealth sessions that are ready for you to join will appear at the top of your home page. Click the “join session” button for your scheduled telehealth appointment. Your browser may prompt you to share access to your camera and microphone – click “allow.” On the telehealth welcome dialog, enter your name and select the camera and microphone you want to use for your session. You should see a preview of your video and audio meter that responds to your voice. When you’re ready to join your session, click the “join session button.” Once you indicate that you’re ready for your session, I will get a notification and can then accept you out of the waiting room. When the session ends, you’ll be taken back to your portal home page. If you end the session by mistake, you may rejoin the session by clicking the “rejoin session” link in the banner that will appear on your portal home page. Both you and your provider/counselor must choose to rejoin the session in order to reconnect in the telehealth session.

In the case that the TherapyNotes telehealth portal is down, we will use Doxy.Me, or HIPAA-compliant Google Meet, as a back-up. If the TherapyNotes telehealth portal drops or has issues, I will email you the link for Doxy.Me, or HIPAA-compliant Google Meet, call you, and we will proceed from there.

Telehealth sessions will not be provided while you are driving, or while you are in a public location. I ask that you treat telehealth sessions as you would treat in-office sessions: please dress appropriately for the appointment, find a place where you can be seated at a table, and remain visible to your camera with your microphone uncovered for the duration of the session. Telehealth sessions can only occur with both audio and video enabled – i.e., you must have working audio and video capabilities, and you must enable audio and video features in the telehealth portal for us to conduct a telehealth session. Phone calls or other electronic communications that are not audio/video videoconferencing are not considered telehealth, and should not be treated as such.

You will be asked to confirm your physical address at the start of each telehealth session, both for the purpose of your safety (i.e., in the case that you need emergency services during a telehealth session) and for the purpose of ensuring that you are physically located in a state in which I am licensed or authorized to practice. If

you would like to receive telehealth services while traveling, please discuss this with me before your travels so that I can ensure that I am able to provide you with telehealth services in the location to which you plan to travel. Failure to confirm this with me ahead of time will result in the appointment being canceled (even if the session has already started), and you will be responsible for the appropriate cancellation fee for that appointment. I reserve the right to deny a telehealth session if I believe your safety or privacy is at risk, and charge the cancellation fee.

If you need to change a scheduled telehealth session to an in-office session, please contact the front desk or send me an email with at least 24 hours notice.

Benefits and Risks of Telehealth:
Telehealth refers to providing psychotherapy services remotely using telecommunication technologies, such as videoconferencing. One of the benefits of telehealth is that the client and clinician can engage in psychotherapy 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 (assuming the clinician is licensed or authorized to provide counseling services in the state the client moves to), takes an extended vacation (assuming the clinician is licensed or authorized to provide services in the state to which the client is traveling), or is otherwise unable to continue to meet in person. It may also increase ease of access to care. However, telehealth requires competence on both our parts to be helpful. While there are some benefits to telehealth, there are also some differences between in-person psychotherapy and telehealth services, as well as some risks. These risks may include:

- Risks to confidentiality. Because telehealth sessions take place outside of the therapist's private office, there is potential for a breach of confidentiality, such as other people overhearing the session if you are not in a private location during the session. On my end, I will take reasonable steps to ensure your privacy. On your end, it is important for you to ensure that you are located in a private place throughout our session where you will not be interrupted or overheard. It is also important for you to protect the privacy of our session on your computer or other device, such as by using a secured, private wifi network and a secure, personal electronic device. Do not use a free, public-access wifi network or a shared or public electronic device. Please note that use of a cell phone rather than a computer could add an element of risk to your confidentiality, as your cell phone carrier might not encrypt audio during videoconferencing. You should participate in therapy only while in a room or area where other people are not present and cannot overhear the conversation. Before beginning telehealth sessions, you will be asked to verify your location (physical address) and privacy. You are responsible for deleting the email containing the link to our session. You are responsible for fully exiting all online counseling sessions.

- Issues related to technology. There are many ways that technology issues might impact telehealth. For example, technology may stop working during a session, there may be a lag time with the audio/video features, especially if either of our internet connection is slow (possibly leading to misunderstandings or slower responses 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. You may not assume that your provider/counselor has access to any or all of the technical information in the telehealth services offered by TherapyNotes or any other online platform, or that such information is current, accurate or up-to-date. You may not rely on your health care provider/counselor to have any of this information in the telehealth by TherapyNotes or any other online platform.

- Crisis management and intervention. I will not engage in telehealth services with clients who are currently in a crisis situation requiring high levels of support and intervention.

- Efficacy. Most research shows that telehealth is about as effective as in-person psychotherapy. However, conducting counseling sessions via telehealth could present the scenario for possible misunderstandings. Due to the lack of nonverbal cues normally present with in-person counseling, counseling via telehealth is prone to possible misunderstandings between the therapist and client. If you're having trouble understanding my communications or feel misunderstood, you should immediately tell me so that we can discuss and attempt to work through the potential misunderstanding.

Electronic Communications
You may have to have certain computer or cell phone systems to use telehealth services. You are solely responsible for any cost to you to obtain any necessary equipment, accessories, or software to take part in telehealth services.

For communication between sessions, please call the office at (321) 327-3793 and I will return your call, or you can email me at virginia@virginiamccarleyLMHC.com.

Because email and text messaging are not safeguarded for privacy, I discourage you from sharing clinical information via these technologies. Email exchanges and text messages with my office should be limited to administrative matters, such as 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, though my email (virginia@virginiamccarleyLMHC.com) is HIPAA-compliant (through Google Workspace) in an attempt on my end to keep any such email communications confidential. Please remember that email, text messages, and phone calls are not a substitute for therapy, and any communication by these methods should be limited to administrative matters only.

Treatment is most effective when clinical discussions occur at your regularly scheduled sessions. If an urgent issue arises, you should feel free to attempt to reach me by phone. I will try to return your call within 24-48 hours, except on weekends and holidays, or in the event that I am on vacation or out of town. If you are unable to reach me and feel that you cannot wait for me to return your call, please 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 telehealth sessions. 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 use either HIPAA-compliant platforms for videoconferencing, and/or take other precautions to protect electronic communication between us. 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. I ask that you assess who has access to your computer and electronic information from your location. This would include family members, co-workers, supervisors and friends. I encourage you to only communicate through a computer that

you know is secured and safe, i.e., wherein confidentiality can be ensured. Do not share your telehealth appointment link with anyone who is not authorized to attend the appointment (i.e., anyone whom you and your therapist have not previously agreed will attend the telehealth counseling session).

The extent of confidentiality and the exceptions to confidentiality that are outlined in my Informed Consent still apply in telehealth. Please let me know if you have any questions about exceptions to confidentiality.

Emergencies and Technology
Telehealth by TherapyNotes or any other online videoconferencing platform is NOT an emergency service. In the event of an emergency, you must use a phone to call 911 and obtain emergency services. Though you and your provider may be in direct, virtual contact through the telehealth platform, neither TherapyNotes nor any other online videoconferencing platform provides any medical or healthcare services or advice, including, but not limited to, emergency or urgent medical services. The telehealth by TherapyNotes and any other online videoconferencing platforms facilitate videoconferencing and are not responsible for the delivery of any healthcare, medical advice or care.

If the session is interrupted for any reason, such as if the technological connection fails, and you <u>are</u> having an emergency, do not call me back or attempt to re-start the session; instead, call 911, 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 <u>not</u> having an emergency, disconnect from the session and I will wait one to two (1-2) minutes and then re-start the telehealth session via the online platform we were using/had agreed to conduct therapy with (i.e., TherapyNotes, Doxy.Me, or Google Meet). You should also log out and log back in to the previously agreed-upon online platform after one to two (1-2) minutes. If we are still experiencing technological issues or either of us are unable to re-join the session, then I will call you to coordinate how we will proceed, unless you call me first. If you do not receive a call back from me within two (2) minutes, then call me on the phone number I provided you.

Fees
The same fee rates will apply for telehealth as apply for in-person psychotherapy.

Records
The telehealth 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 certifies:

- That you have read or had this form read and/or had this form explained to you.
- That you fully understand its contents, including the risks and benefits of the procedure(s).
- That you have been given ample opportunity to ask questions and that any questions or concerns have been answered to your satisfaction.

BY SIGNING BELOW, YOU ARE AGREEING THAT YOU HAVE READ, UNDERSTOOD AND AGREE TO THE ITEMS CONTAINED IN THIS DOCUMENT.

Client Signature	Date
Spouse/Partner's Signature (FOR COUPLES COUNSELING ONLY)	Date
Parent/Guardian Signature (IF CLIENT IS A MINOR)	Date
Therapist Signature	Date