



## INFORMED CONSENT FOR TELETHERAPY

This consent serves as information for psychotherapy clients who wish to conduct evaluation or psychotherapy sessions by “Teletherapy,” through use of phone or Internet-based communication. Please retain this information for your records.

For California residents only, your therapist is able to conduct sessions by phone or online video conference if we decide together that it is in your best interests. Teletherapy communications can occur in real-time (such as phone calls or video conferencing), or through messages sent and stored for later (such as email and text message exchanges, and Internet-based therapeutic forums and communities). Communication occurring purely for scheduling purposes is not Teletherapy.

The same rules governing the privacy and confidentiality of face-to-face psychotherapy interactions apply to Teletherapy interactions. I will document and retain records from these meetings, and all existing laws regarding patient access to medical records apply to Teletherapy. All mandated reporting requirements regarding Child, Elder and Dependent Abuse, as well as Suicidal and Homicidal Risk, are likewise also in effect with Teletherapy. I have, and will continue to access, updated training regarding ethical, legal, and clinical issues regarding Teletherapy.

There are pros and cons to conducting sessions by phone or video conference. For clients who travel, are homebound, or otherwise unable to attend a session in person, Teletherapy provides an opportunity for continuous treatment. It can also allow for practice opportunities and improved therapy accountability. However, Teletherapy comes with certain limitations and potential hazards you should be aware of.

- Bay Area Trauma Recovery Clinical Services (BAT RCS) agrees to use HIPAA compliant software to conduct video conferencing sessions. These provide for data encryption in motion and while at rest, among other protections, and are more likely to be secure conduits. However, *the privacy and security of Telehealth interactions cannot be guaranteed*. All online tools, no matter how well protected, may be breached. Particular risk exists if the computing devices you use to connect to Teletherapy are themselves compromised, for instance, if the device is not password protected, if a weak password is used, if the device become infected with malware, or if the device operating system and software are not updated with security patches. It is your responsibility to maintain the security of the devices you use to connect to Teletherapy.
- Intermittent technical and network connectivity problems may interfere with Teletherapy sessions. If the technology is not working well for you, please let me know. We will need to include time in meetings to attend to any technology problems. If there is a disruption in video conference connectivity, your therapist will attempt to complete the session through online audio or phone. If connectivity issues persist, we may need to transition your therapy to another provider or plan.
- Your therapist will conduct sessions in private out of earshot from other individuals. You are encouraged to protect your privacy by ensuring that you conduct phone or Internet sessions in a private location where others cannot hear your session.



- Phone and video sessions are not always covered by insurance. It is your responsibility to find out whether your insurance carrier covers (or reimburses claims for) Teletherapy prior to starting, and/or be prepared to pay for Teletherapy services on an out-of-pocket basis.
- Less information is communicated between therapists and clients through Teletherapy versus face-to-face therapy, your therapist may miss subtle body language communication because that information is incompletely transmitted. This may negatively affect your therapy outcome. This issue can be partly addressed by using video conferencing versus audio-only phone encounters.
- If you change your legal residence to a location outside of California, we will no longer be able to continue our work and must determine an appropriate continuity of care plan.
- **EMERGENCY PROCEDURES:** If you should require crisis assistance, you will need to access care in your area. Please call 911 or report to the nearest emergency room. (Teletherapy is not considered a reliable primary form of therapy for potentially lethal problems such as suicidal crises.)

#### INDEMNIFICATION

In signing this consent, you agree to indemnify and hold harmless Bay Area Trauma Recovery Clinical Services (BATRCS) against any losses or damages you experience due to breaches of your privacy involving the security of the computing devices you use to connect to Teletherapy.

**I have read and understood this entire Informed Consent for Teletherapy agreement, and have had my questions regarding this agreement answered to my satisfaction. I understand the inherent risks to the privacy and confidentiality of my protected healthcare information that Teletherapy involves. I choose and consent to participate in Teletherapy evaluation and treatment.**

**I understand that my therapist will be a doctoral student & trainee enrolled in the Doctor of Psychology program at The Wright Institute, in Berkeley, CA. I understand that my therapist is working under the clinical supervision of a licensed psychologist in the state of California to provide psychotherapy in the state of California to California residents. I attest that I am a California resident. I understand that I am free to withdraw this consent at any time by communicating my intent in writing to BATRCS.**

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Client Signature

Date

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Print Name of Client