

# TELEPSYCHOLOGY VIA VIDEO CONFERENCING AGREEMENT

This *Telepsychology Via Video Conferencing Agreement* contains important information focusing on conducting psychotherapy using video conferencing. 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.

### **About Telepsychology**

Telepsychology refers to the provision of psychotherapy services remotely using telecommunication technologies, such as video conferencing or telephone. After our intake and the establishment of a therapeutic relationship, it may be possible for treatment delivery to occur via interactive video conferencing (i.e., virtual "face-to-face" sessions) in lieu of, or in addition to, "in-person" sessions. Video conferencing (VC) is a real-time interactive audio and visual technology that enables me as a clinician to provide mental health services remotely. Although the VC system I use (www.doxy.me, or another platform) must meet HIPAA standards of encryption and privacy protection, I cannot guarantee privacy. You will <u>not</u> have to purchase a plan or provide your name when you "join" an online session with me. Telepsychology, however, requires technical competence on both our parts to be helpful.

## **Benefits of Telepsychology**

- Client and clinician can engage in psychotherapy without being in the same physical location.
- Treatment delivery via VC may be a preferred method due to convenience, distance, or other circumstances, such as public health regulations/restrictions in times of epidemics or pandemics (e.g., COVID-19). Although VC may be used when the clinician and client are in different locations, licensure regulations only allow a session to be conducted in the state in which the clinician is licensed and the client is located. An occasional exception can be made if temporary permission is available from another state. I am licensed only by the State of Maryland and, therefore, I can provide psychological services –including telepsychology—to clients located only in Maryland.

#### **Risks of Telepsychology**

Although there are benefits of telepsychology, there are some differences between in-person psychotherapy and telepsychology, as well as some risks. Risks include but are not limited to the following:

• <u>Risks to confidentiality</u>. Depending upon your location during our telepsychology sessions, 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. I have a legal and ethical responsibility to make my best efforts to protect all



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communications that are a part of our telepsychology. However, the nature of electronic communication 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 updated encryption methods, firewalls, and back-up systems to help keep our sessions private, but there is a risk that our electronic communications may be compromised, unsecured, or accessed by others.

The extent of confidentiality and the limits or exceptions to confidentiality that I outlined in my informed consent document, *Starting Our Work Together Booklet: Psychotherapy Services Information and Contract*, still apply in telepsychology. Please let me know if you have any questions about limits/exceptions to confidentiality.

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 telepsychology sessions only while in a room or area where other people are not present and cannot overhear the conversation. It is suggested that you use a headphone to prevent others hearing what I communicate to you.

The recording of our telepsychology sessions can put the confidentiality of our sessions at additional risk. Therefore, please do not record our sessions, in-person or via VC, without my knowledge. Additionally, Liminal Solutions Psychotherapy and Consulting, LLC and I are not responsible for any accident or injury you may incur during a telepsychology session.

- <u>Lack of reimbursement</u>. Some health insurance carriers will not reimburse for telepsychology ("telemedicine," "telehealth") sessions.
- <u>Issues related to technology</u>. There are many ways that technology issues might impact telepsychology. For example, technology may stop working during a session; that is, the internet connection may be dropped temporarily or lost entirely. Delays during our session may occur due to problems with technology-related connection.
- <u>Crisis management and intervention</u>. Usually, I will not engage in VC with clients who are currently in a crisis situation requiring high levels of support and intervention. Before engaging in telepsychology, you and I will develop an emergency response plan to address potential crisis situations that may arise during the course of our telepsychology work.



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• <u>Efficacy</u>. Most research shows that telepsychology is about as effective as in-person psychotherapy. However, you and I may experience some discomfort with virtual face-to-face versus in-person psychotherapy. In other words, we may find something lacking in the quality of our interactions via VC by not being in the same room. For example, we might experience some difficulties in interpreting non-verbal communication.

As your clinician, I will weigh the advantages of telepsychology against any potential risks prior to proceeding with telepsychology sessions with you, and I will discuss thoroughly with you the specifics of telepsychology before we begin using the technology.

#### **Communications Between Sessions**

For communication with clients between in-person or telepsychology sessions, I only use my phone or mail delivered by the U.S. Postal Service with your permission and only for administrative purposes unless we have made another agreement. Administrative purposes include 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 text, phone call, or email. Therefore, I will not discuss any clinical information by text, phone call, or email and prefer that you do not either. Also, these methods **should not** be used if there is an emergency. In an emergency, you should call 9-1-1, or go to your nearest hospital emergency center.

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. 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 hospital 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 local mobile crisis unit, or a colleague –with your signed consent--to contact in my absence if necessary.

#### **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 psychotherapy for you. We will discuss options of engaging in in-person psychotherapy or referrals to another professional in your location who can provide you with appropriate services.

#### **Emergencies and Technology**

Assessing and evaluating threats and other emergencies can be more difficult when conducting telepsychology than in in-person psychotherapy. To address some of these difficulties, we will create an emergency plan before engaging in telepsychology services. I will ask you at the end



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of this *Telepsychology Via Video Conferencing Agreement* to identify emergency contact persons who are near your location and whom you give me permission to contact in the event of a crisis or emergency to assist in addressing the situation.

If our session is interrupted for any reason such as, for example, the technological connection fails, **and you are having an emergency**, do not call me back. Instead, call 9-1-1, or go to your nearest hospital emergency center. You may call the Santé Eastern Shore Mobile Crisis Hotline for immediate crisis support: 888-407-8018. If it is possible, please call me back after you have contacted or obtained emergency services.

If the session is interrupted **and you are not having an emergency**, please 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 psychotherapy. If you do not receive a call back within two (2) minutes, then call me on my office phone number: 410-699-0093.

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.

#### **Telepsychology Session Fees**

The same fee rates will apply for telepsychology as apply for in-person psychotherapy. Be aware that many health insurance carriers may not reimburse for psychotherapy sessions that are conducted via "telehealth", "telemedicine", or "telepsychology". If your health insurance carrier does not reimburse for telepsychology (electronic psychotherapy) sessions, you will be solely responsible for the entire fee of the session. Please contact your health insurance company prior to agreeing to engage in telepsychology sessions in order to be clear whether or not your sessions will be covered.

I will expect payment from you following our telepsychology session by check—payable to Liminal Solutions Psychotherapy and Consulting, LLC-- that you mail to my office address via the U.S. Postal Service, or by cash or check hand-delivered to me in-person at my office. Please call ahead and let me know if you decide to hand-deliver your payment and we will schedule that time for your payment visit.

#### 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 inperson sessions in accordance with my policies.



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By signing the document below, you are stating that you are aware that I may contact the following authorities, whose names and contact numbers you have written below, in case of an emergency. You are also acknowledging that if you believe there is imminent harm to yourself or another person, you will seek care immediately through your own local health care physician or provider, or at the nearest hospital emergency department, or by calling 9-1-1 or your mobile crisis response team.

Below, please write the names and telephone numbers of your local emergency contacts (including local physician; crisis hotline; trusted family member, trusted friend/confidante).

Name/s of Your Physician and/or Psychiatrist:Telephone number/s:Name/s of Local Mobile Crisis Response Team or Hotline:Telephone number/s:In Chestertown, MD:<br/>Santé Eastern Shore Mobile Crisis Response Hotline #:888-407-8018Trusted Family Member Name & Relationship:Telephone number/s:

Trusted Friend's (Confidante's) Name & Relationship: Telephone number/s:

This agreement is intended as a supplement to the general informed consent (*Starting Our Work Together Booklet: Psychotherapy Services Information and Contract*) that we agreed to and signed 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.



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Further, by signing this document you are declaring your agreement with the following statement:

I have read this document and have had the opportunity to ask questions. I have discussed this with my psychotherapist, Dr. S. Ileana Lindstrom, PhD, and understand the risks/limitations and benefits of telepsychology via video conferencing. I agree to telepsychology psychotherapy sessions via video conferencing.

Your Printed Name

Your Signature

Date of Signature

S. Ileana Lindstrom, PhD [Name of Psychotherapist]

Signature of Psychotherapist

Date of Signature

SIL/2020