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TELEHEALTH INFORMED CONSENT

In order to receive Telehealth services from Aimee O'Keefe, LCSW must be a **New York State resident.**

Telehealth is the delivery of healthcare services provided by any means other than a face-to-face visit. In Telehealth services, mental health information is used for diagnosis, consultation, therapy, follow-up and education. This information is exchanged interactively using telecommunication techniques, including videoconferencing, telephone consultation, transmission of still images, and e-health technologies, between a provider and a client who are not in the same physical location.

The potential benefits of Telehealth are:

- Avoiding public exposure to or transmission of communicable illness.
- Avoiding the need to travel.

The potential risks of Telehealth include, but are not limited to:

- Efficacy. Evaluation via Telehealth may limit a provider's ability to fully diagnose a condition. While most research has failed to demonstrate that Telehealth is less effective than in person psychotherapy, some experienced mental health professionals believe that something is lost by not being in the same room. For example, there is debate about one's ability when doing remote work to fully process non-verbal information. A lack of access to all information that might be available in a face-to-face visit, but not in a Telehealth session, may result in clinical errors. *If you ever have concerns about misunderstandings between us related to our use of technology, please bring them up immediately so that we can address them together.*
- Issues related to technology. There are risks inherent in the use of technology for therapy that are important to understand, such as: (1) the potential for technology to fail during the session, (2) the potential that transmission of confidential information could be interrupted by unauthorized parties, or (3) the potential for electronically stored information to be accessed by unauthorized parties.
- Risks to confidentiality. Because Telehealth sessions take place outside of the typical office setting, there is a potential for third parties to overhear sessions if they are not conducted in a secure environment. I will take reasonable steps to ensure the privacy and security of your information, and it is important for you to review your own security measures and ensure that they are adequate to protect information on your end. You should participate in therapy only while in a room or area where other people are not present and cannot overhear the conversation.
- Crisis management and intervention. As a general rule, I will not engage in Telehealth with clients who are in a crisis situation. Before engaging in Telehealth, if applicable, we will develop an emergency response plan to address crisis situations that may arise during the course of our Telehealth work.

Alternatives to use of Telehealth:

- Traditional face-to-face sessions, if available.

I understand that I have the following rights with respect to Telehealth:

- I have the right to opt out of a Telehealth visit at any time, without affecting my right to future care or treatment.

- The laws that protect the confidentiality of my medical information also apply to Telehealth (as outlined in the *Notice of Privacy Practices*). As such, I understand that the information disclosed to me during the course of my treatment is generally confidential. However, there are both mandatory and permissive exceptions to confidentiality, including, but not limited to reporting child, elder, or dependent adult abuse; expressed threat of violence toward an ascertainable victim or self-harm; and where I make my mental or emotional state an issue in a legal proceeding.

- I also understand that the dissemination of any personally identifiable images or information from Telehealth interactions to other entities shall not occur without my written consent.

- In addition, I understand that the Telehealth-based services may not be as complete as face-to-face services. I also understand that if my provider believes I would be better serviced by another form of psychiatric or psychological services (e.g., face-to-face services) I will be referred to another provider who can provide such services in my area. Finally, 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 provider, my condition may not improve and, in some cases, may even get worse.
- I understand that I have a right to access my medical information and copies of my records in accordance with the laws of New York State.

- I understand that I can change my mind and stop using Telehealth services at any time, including in the middle of a video visit.

Client's Responsibilities

- I will not record any Telehealth sessions without written consent from my provider. I understand that my provider will not record any of our Telehealth sessions without my written consent.

- I will inform my provider if any other person can hear or see any part of our session before the session begins. The provider will inform me if any other person can hear or see any part of our session before the session begins.

- I understand that I, not my provider, am responsible for the configuration of any electronic equipment that is used for Telehealth. I understand that it is my responsibility to ensure the proper functioning of all electronic equipment before my session begins.

- I understand that I must take reasonable steps to protect myself from unauthorized use of my electronic communications by others.

- I understand that I must be a resident of the State of New York in order to be eligible for Telehealth services from Aimee O'Keefe, LCSW

- I understand that my provider determines whether or not the condition being diagnosed and/or treated is appropriate for a Telehealth encounter.

Fees:

The same fee rates shall apply for Telehealth services as they do for in-person psychotherapy, unless otherwise determined by contracted insurance companies. Telehealth billing information will be collected in the same manner as a regular office visit.

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. Your signature below indicates agreement with its terms and conditions. This agreement is a supplement to the general informed consent and does not amend any of the terms of that agreement.

(*Please Initial*)

_____ I understand that electronic communication should never be used for emergency communications or urgent requests. ***Emergency communications should be made to the provider's office number or to the existing emergency 911 services in my community.***

_____ I understand that there is never a warranty or guarantee as to a particular result or outcome related to a condition or diagnosis when medical care is provided.

_____ I understand that there are inherent risks of errors or deficiencies in the electronic transmission of health information and images during a Telehealth visit. The healthcare provider is not responsible for breaches of confidentiality caused by an independent third party or me. To the extent permitted by law, I agree to waive and release my healthcare provider and her institution or practice from any claims I may have about the Telehealth visit.

I, _____, the client, having been fully informed of the risks and benefits of Telehealth; the security measures in place, which include procedures for emergency situations; the fees associated with Telehealth; the technological requirements needed to engage in Telehealth; and all other information provided in this informed consent, agree to and understand the procedures and policies set forth in this consent.

_____ Date:_____

Patient or Legal Representative Signature

Relationship to Client_____

I certify that I have explained the nature of this agreement to the patient/patient's legal representative. I have answered all questions fully, and I believe that the patient fully understands what I have explained.

_____

Healthcare Provider Signature Date