

**Kenneth Roberson, Ph.D.**  
**1700 Pierce Street, #402**  
**San Francisco, CA 94115**  
**415-922-1122**

## **INFORMED CONSENT FOR TELEHEALTH**

This Informed Consent for Telehealth contains essential information focusing on providing healthcare services 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 Telehealth**

Telehealth refers to providing Therapy services remotely using telecommunications technologies, such as video conferencing or telephone. One of the benefits of telehealth is that the patient and clinician can engage in services without being in the same physical location. It is more convenient and takes less time. Telehealth, however, requires technical competence on both our parts to be helpful. Although there are benefits of telehealth, there are some differences between in-person treatment and telehealth and some risks. For example:

- Risks to confidentiality. As telehealth sessions take place outside of my office, there is potential for other people to overhear sessions if you are not in a private area during the session. On my end, I will take reasonable steps to ensure your privacy. However, you need to make sure you find a private place for our session where you will not be interrupted. It is also vital for you to protect our session's privacy on your cell phone or other devices. 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 telehealth. For example, technology may stop working during a session. Other people might be able to access our private conversation, or stored data could be accessed by unauthorized people or companies.
- Crisis management and intervention. Usually, I will not engage in telehealth with patients who are currently in a crisis requiring high support and

intervention levels. We may not have an option of in-person services presently, but you may need a higher level of services in a crisis. Before engaging in telehealth, we will develop an emergency response plan to address potential crises during our telehealth work.

## **Electronic Communications**

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 telehealth.

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 me 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 unless we agree to do so. Also, I do not always check my email or texts and do not respond immediately. Therefore, 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 cannot reach me and feel that you cannot wait for me to return your call, and if you need immediate attention, contact your family physician or the nearest emergency room. If I am unavailable for an extended time, I will provide you with a colleague's name to contact in my absence, if necessary.

## **Confidentiality**

I have a legal and ethical responsibility to do my best to protect all communications that are a part of telehealth services. 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. Still, 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 telehealth sessions and having passwords to protect the device you use for telehealth).

## **Appropriateness of Telehealth**

During this time, it may not be possible to engage in in-person sessions to "check-in" with one another. I will let you know if I decide that telehealth is no longer the most appropriate form of treatment for you. If you decide telehealth is not optimal for you, it is essential to let me know. We will discuss options of engaging in referrals to another professional in your location who can provide appropriate services.

## **Emergencies and Technology**

Assessing and evaluating threats and other emergencies can be more difficult when conducting telehealth than traditional in-person treatment. To address some of these difficulties, we will create an emergency plan before engaging in telehealth services. I will ask you to identify an emergency contact person near your location and whom 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 technological connection failure, and you are having an emergency, do not call me back; instead, call 9-1-1 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-connect you via the telehealth platform on which we agreed to conduct treatment. If I do not connect via the telehealth platform within two (2) minutes, call me at 415-922-1122.

## **Fees**

The same fee rates will apply for telehealth as apply for in-person therapy. Some insurers are waiving co-pays during this time. I advise you to contact your insurer to determine if there are applicable co-pays or fees which you are responsible for. 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 therapy sessions, you will be solely responsible for the entire fee of the session. Please contact your insurance company before our engaging in telehealth sessions to determine whether these sessions will be covered.

If there is a technological failure and we cannot resume the connection, you will only be charged the prorated amount of actual session time.

## **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 keep records of in-person sessions per my policies.

## **Informed Consent**

This agreement is intended as a supplement to any general informed consent that we agreed to at the outset of our treatment together and does not amend any of the terms of that agreement.

Your signature below indicates agreement with its terms and conditions.

\_\_\_\_\_  
Patient

\_\_\_\_\_  
Date

\_\_\_\_\_  
Provider

\_\_\_\_\_  
Date