# Nicole Flory, PhD

Licensed Psychologist

# Using phone or Internet for Psychotherapy: INFORMED CONSENT FOR TELEHEALTH AND TELEPSYCHOLOGY

This document contains important information on providing psychological services using the phone or the Internet - whether as primary mode of treatment or an occasional one. Please read this document carefully, and let me know if you have any questions or concerns now and later. When you sign this document, it will represent an agreement between us.

Telepsychology (or Teletherapy) will refer to practicing psychotherapy remotely using telecommunications technologies, such as phone or video conferencing. One of the benefits is that the client and clinician can engage in treatment without being in the same office. This can be helpful in ensuring continuity of care, e.g., if the client and clinician are unable to meet in person due to health reasons. It can be more convenient and does not involve travel time. Telepsychology, however, may require technical competence (and patience) on both our parts.

#### **Electronic Communications**

<u>I use a HIPAA-compliant videoconferencing platform particularly designed for healthcare professionals, called "doxy.me" -- Access is through a website, doxy.me/drflory.</u> You will need to use a browser in Chrome, Firefox, or Safari on a regular computer or laptop, equipped with a microphone and camera. You are solely responsible for the necessary equipment, accessories, or software. Using headphones can sometimes improve sound quality. I will be happy to help troubleshoot with difficulties that may arise, to the limits of my own technological knowledge. Before the start time of our first video session, it is a good idea to do a practice run of setting yourself up comfortably and logging in, checking that all your technology is in place. <u>Visual presentation</u>: I find it helpful in terms of non-verbal communication, if both of us are attentive to framing ourselves in the center of the video screen, with at least neck and shoulders in view, if not a little more. It is also helpful to be attentive to the effects of lighting. Managing these things can take a little bit of extra time; my apologies for any inconveniences. <u>In case we cannot connect online</u>: We may communicate via (speaker) phone during this time about what we are doing to try to correct the problem.

As always, the best way to reach me is via phone at 781-518-1818 and to leave a voice mail message. As outlined before, I cannot guarantee the confidentiality of any information communicated via email or standard text messaging (Texts I usually do not use with clients) -- so these methods **should not** be used if there is an emergency. (Email should be limited to administrative matters, such as scheduling and billing matters.)

### Confidentiality

I have a legal and ethical responsibility to make my best efforts to protect all communications that are a part of your treatment. I use HIPAA-compliant systems and encryption methods to 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 (for example, only using secure networks and having password protected devices for telepsychology). Unlike a more controlled office setting, the nature of electronic technologies is such that more (unknown) parameters are introduced.

The extent of confidentiality and the exceptions to confidentiality were outlined in great detail in the "Treatment Agreement", which you signed for our first in-person session: The same principles apply to telepsychology.

Please let me know if you have any questions around confidentiality or would like another copy of these documents. Also, please take note that if you are in another state at the time of our session, the legal limits to confidentiality could be different than in Massachusetts, upon which our prior "Agreement" is based.

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The telepsychology sessions shall NOT be taped in any way -- unless we have both officially agreed to do so. I will maintain a regular record of our session in the same way I document in-person sessions following general psychotherapy requirements.

### **Risks of Telepsychology**

Although there are benefits of telepsychology, there are some differences between in-person psychotherapy and telepsychology, as well as some risks. For example:

- Risks to confidentiality. Because telepsychology sessions take place outside of the therapist's private office, there is potential for other people to overhear what is being said. On my end I will take reasonable steps to ensure your privacy. It is important for you to make sure you find a private place for our session with no other people and where you will not be interrupted.
- <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 or stored data could be accessed by unauthorized people or companies. Poor quality of transmission may make it harder to understand one another at times, or lead to a misunderstanding, due to audio or video interruption or distortion.
- <u>Therapy environment</u>. We may have to manage distractions such as pets, doorbells, unexpected interruptions, or other things that wouldn't come up were we meeting in my office. You may find that it feels different to meet in your home or office environment than it does to be present in my office.
- <u>Crisis management and intervention</u>. Usually, I will not engage in telepsychology with clients who are currently in a crisis situation requiring high levels of support and intervention. Before engaging in telepsychology, we will develop an emergency response plan to address potential crisis situations that may arise during the course of our telepsychology work.
- <u>Efficacy</u>. Most research shows that telepsychology is about as effective as in-person psychotherapy. However, some therapists believe that something is lost by not being in the same room. For example, there is debate about a therapist's ability to fully understand non-verbal information when working remotely.
- <u>Appropriateness</u>. I will let you know if I decide that telepsychology is no longer the most appropriate form of treatment for you. In that case, we would discuss options of engaging in in-person psychotherapy or referrals to another professional in your location who can provide appropriate services.

#### **Fees & Electronic Payments**

The same fee rates apply for remote as for in-person psychotherapy – this fee we have usually established in our first session; the fee can be prorated according to the length of session in some cases. Insurance or other managed care providers may not cover psychotherapy by telephone or videoconferencing – please check in with your insurance before session about BOTH options. Unfortunately, if we are unable to overcome a technological failure and have to switch to telephone, your insurance company may not cover the session, and you may be responsible for the fees. If your insurance does not cover electronic psychotherapy sessions, you will be solely responsible for the fee of the session.

Since we will not be meeting in person (and are not able exchange checks), I am very open to getting paid electronically and by mobile banking – please evaluate these payment options with regard to your level of convenience and potential risks.

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### **Emergencies and Technology**

It is important for emergencies and for licensing reasons that I always know your physical location at the time of a session. If you are not in a location I already recognize, I will usually ask about this at the start of the session.

If the session is interrupted for any reason, such as failure of the technological connection, and you are having an emergency, do not call me back; 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 not having an emergency, give the system a minute to see if it self-corrects, as the platform often does. If not, please disconnect and then log back in to my waiting room, and I will attempt to restart the call. In this particular instance: We may communicate via text during this time about what we are doing to try to correct the problem and / or on put our cell phones via speaker phone. If after two or three minutes we are unable to reconnect, I will try calling you again and you can call or text me at 781-518-1818.

Assessing and evaluating threats and other emergencies can be more difficult when conducting telepsychology than in traditional in-person therapy. To address some of these difficulties, we will create an emergency plan before engaging in telepsychology services. Please provide the name and number of an emergency contact person who is geographically near the place from which you will usually be doing telepsychology sessions:

| Name             | Number |
|------------------|--------|
|                  |        |
| Informed Consent |        |

Dr. Flory and I have had a conversation about how telepsychology sessions and I understand I can ask questions or request help with making the technology work at any time.

I understand that I have the right to withhold or withdraw consent at any time without affecting my right to future care or treatment or risking the loss or withdrawal of any program benefits to which I would otherwise be entitled.

This agreement is intended as a supplement "Treatment Agreement" 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.

| Patient's Signature (Patient A):                    | Today's Date:  |
|---|----------------|
| Patient Name (PRINT):                               | Date of Birth: |
| If seen as couple: Partner's Signature (Patient B): | Today's Date:  |
| Partner's Name (PRINT)                              | Date of Birth  |