INFORMED CONSENT FOR TELETHERAPY

This Informed Consent for Teletherapy is intended to provide you (herein "Client") with important information regarding telepsychotherapy (herein "Teletherapy") practices, policies and procedures by Barbara Gold, LCSW, LMFT (herein "Therapist").

Please read this consent carefully and address any questions or concerns regarding its contents with Therapist prior to signing it.

1. Teletherapy is the provision of psychotherapeutic or mental health services using telecommunication technologies. Client can direct any questions and concerns about Teletherapy services to Therapist at any time.

2. All of the Teletherapy sessions with Therapist need to be conducted while Client is physically in Texas.

3. Telecommunication technology does not afford the same as an in-person appointment experience with a mental health provider due to the fact that a client is not in the same room as a therapist. Additionally, Teletherapy has some unique challenges and potential risks which include interruptions, unauthorized access and technical difficulties. Both Therapist and Client can discontinue any Teletherapy session if they deem the audio and/or video connection not adequate.

4. Therapist provides Teletherapy services through the online platform, <u>http://doxy.me</u> which complies with the privacy and security rules of the Health Insurance Portability and Accountability Act (i.e., HIPAA) and the Health Information Technology for Economic and Clinical Health (i.e., HITECH) Act. In terms of online security, Doxy.me uses industry-standard Advanced Encryption Standard (AES) cipher with 128-bit keys to encrypt audio and video, and HMAC-SHA1 to verify data integrity. Doxy.me encryption fully complies with HIPAA Security Standards to ensure the security and privacy of sensitive patient data

5. Client will receive an email message providing information regarding how to connect to the session prior to their scheduled appointment.

6. Client needs to meet certain technology requirements in order to obtain Teletherapy services from Therapist. A computer, tablet, or smartphone with Internet access and webcam ability is required. For more information regarding the minimum system requirements, Client needs to refer to <u>https://doxyme.freshdesk.com/support/solutions/articles/5000540699-minimumsystem-requirements</u> Additionally, Client needs access to a phone in the same room, in case of Internet connection problems.

7. In the event that the connection is lost, Therapist will attempt to contact Client by telephone. If this is unsuccessful, Therapist will send an email message.

8. Teletherapy takes place in real time and is not recorded unless previously agreed on by Client and Therapist. Therapist can guarantee that no other parties are observing the Teletherapy sessions from her end. However, it is up to Client to ensure that they have adequate privacy for the session on their end. It is advised that for the best results for Teletherapy sessions, Client be in a quiet and private space with limited interruptions for the duration of a session. The door should be closed and Client may wish to lock the door if possible or place a privacy sign outside the room. Client should inform anyone in the area outside the room that they are in a private meeting and must not be disturbed.

9. The same confidentiality protections, limits to confidentiality, and rules around my records apply to Teletherapy services as they would to in-person psychotherapy.

10. Therapist agrees to inform Client and obtain my consent if another person is present during the session for any reason or if Therapist wishes to record the session. Client agrees to inform Therapist if there is another person present during the session or if Client wishes to record the session.

11. Individuals who are actively at risk of harm to self or others are not suitable for Teletherapy services. Therefore, Therapist has the right, at any time, to determine whether Teletherapy sessions are suitable. Should Teletherapy be deemed contraindicated, Therapist will provide alternative, more appropriate treatment recommendations and referrals.

12. Client agrees to work with Therapist to come up with a safety plan, including identifying one or two emergency contacts, in the event of a crisis situation during Teletherapy sessions.

13. There are alternatives to Teletherapy available, including the option of obtaining mental health services from a provider in-person.

14. This consent will be in effect for the duration of Client's therapeutic relationship with Therapist. Client can withdraw their consent for Teletherapy at any time.

15. Therapist may decide to terminate Teletherapy services, if she deems it inappropriate for Client to continue therapy through Teletherapy.

By signing this form, I certify that:

- I have read or had this form read and/or had this form explained to me.
- I fully understand its contents including the risks and benefits of Teletherapy.
- I have been given opportunity to ask questions and that any questions have been answered to my satisfaction.
- I agree to participation in Teletherapy session(s) with the therapist, Barbara Gold ,LCSW, LMFT.
- In the event of technology failure, this is the phone number I can be reached at during my sessions with Therapist:

Client Name (PRINT)

Client Signature

Date