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INFORMED CONSENT AGREEMENT FOR TELEHEALTH

This Informed Consent for Telehealth contains important information focusing on providing healthcare services using a phone, computer, other electronic devises 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. Your therapist is Sherri Rawsthorn for the purposes of this Informed Consent Agreement for telehealth.

General Information

Benefits and Risks of Telehealth

Telehealth refers to providing mental health, counseling services or interactions remotely using telecommunications technologies, such as video conferencing, telephone calls or texting. One of the benefits of telehealth is that the patient and clinician can engage in services without being in the same physical location. This can be helpful in ensuring continuity of care when the patient and clinician are in different locations or are otherwise unable to continue to meet in person. It can also be more convenient, allow easier access to services, decrease travel time for appointments and take less time. While there is evidence that telehealth services have many benefits, there is not a guarantee that that this mode of treatment will be effective for everyone.

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

- 1. <u>Risks to confidentiality</u>. As telehealth sessions take place at a location outside of your therapist's office, 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. It is important; however, 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 therapy only while in a room or area where other people are not present and cannot overhear the conversation.
- 2. <u>Issues related to technology</u>. 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 get access to our private conversation, or stored data could be accessed by unauthorized people or companies. Artificial intelligent devises, such as Alexa or Suri, may monitor your conversation if these services are not turned off.
- 3. <u>Crisis management and intervention</u>. Usually, I will not engage in telehealth with clients who are in a crisis situation requiring higher level of support and intervention. We may not have an option of in-person services, but in a crisis situation, you may require a higher level of service. Before

engaging in telehealth, we will develop an emergency response plan to address potential crisis situations that may arise during the course of our telehealth work. These plans may include contacting your emergency contact or official emergency services.

Use of Electronic Communications

- 1. 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.
- 2. 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 my office 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 and prefer that you do not either. Also, I do not regularly check my email or texts, and do not respond immediately, therefore, these methods <u>not should</u> be used if there is an emergency.
- **3.** 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 are unable to 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 will be unavailable for an extended time, I will provide you with the name of a colleague to contact in my absence, if necessary.

Confidentiality

I have a legal and ethical responsibility to make my best efforts to protect all communications that are a part of telehealth services. The nature of electronic communications technologies, however, 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, 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 for telehealth sessions and having passwords to protect the device you use for telehealth).

The extent of confidentiality and the exceptions to confidentiality that I outlined in my Service Agreement/Informed Consent still applies in telehealth. Please let me know if you have any questions about exceptions to confidentiality.

Appropriateness of Telehealth

We may only engage in telehealth services if it is appropriate to do so. Considerations of appropriateness may include, but is not limited to, your capacity to participate in services, access to technology devises,

safety concerns, privacy, access to internet, etc. I will let you know if I decide that telehealth is no longer an appropriate form of treatment for you. If you decide telehealth is not optimal for you, it is important 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

- 1. Assessing and evaluating threats and other emergencies can be more difficult when conducting telehealth than in 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 who is near your location and who I will contact in the event of a crisis or emergency to assist in addressing the situation. You agree to authorize 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, Georgia Crisis and Access line (800)715-4225, or go to your nearest emergency room. Call me back after you have called or obtained emergency services.
- 3. If our session is interrupted and you are not having an emergency, disconnect from the session and try to re-connect via the telehealth platform (Zoom) on which we agreed to conduct treatment. If I do not connect via the telehealth platform within five (5) minutes, then call me on the phone number I provided you (404-432-3735).

Fees

The same fee rates will apply for telehealth as apply for in-person therapy. I do not directly bill insurance companies for services, however, upon request, I will provide a detailed statement of services that you may use to obtain reimbursement for your insurance company. All of my services will be considered as being provided by an out-of-network provider. Some insurers are waiving co-pays for telehealth. It is important that you 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 prior to our engaging in telehealth sessions in order to determine whether these sessions will be covered.

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.

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 maintain records of in-person sessions in accordance with my policies.

Acknowledgements and Consent

- 1. I understand that it is my obligation to notify my therapist of my location at the beginning of each treatment session. If for some reason, I change locations during the session, it is my obligation to notify my therapist of the change in location.
- 2. I understand that it is my obligation to notify my therapist of any other persons in the location, either on or off camera and who can hear or see the session. I understand that I am responsible to ensure privacy at my location.
- 3. I understand that it is my obligation to ensure that any virtual assistant artificial intelligence devices, including but not limited to Alexa or Suri, will be disabled or will not be in the location where information can be heard.
- 4. I agree that I will not record either through audio or video any of the session, unless I notify my Therapist and this is agreed upon.
- 5. I understand there are potential risks to using telehealth technology, including but not limited to, interruptions, unauthorized access, and technical difficulties. I understand some of these technological challenges include issues with software, hardware, and internet connection which may result in interruption.
- 6. I understand that my therapist is not responsible for any technological problems of which my therapist has no control over. I further understand that my therapist does not guarantee that technology will be available or work as expected.
- 7. I understand that I am responsible for information security on my device, including but not limited to, computer, tablet, or phone, and in my own location.
- 8. I understand that my therapist or I (or, if applicable, my guardian or conservator), can discontinue the telehealth consult/visit if it is determined by either me or my therapist that the videoconferencing connections or protections are not adequate for the situation.
- 9. Professional Zoom (encrypted) is the technology service we will use to conduct telehealth videoconferencing appointments. My therapist has discussed the use of this platform. Prior to each session, I will receive an email link to enter the "waiting room" until the session begins. There are no passwords or log in required.
- 10. I authorize my therapist to notify emergency personnel in the event she feels there is a safety concern, including but not limited to, a risk to self/others or my therapist is concerned that immediate medical attention is needed.
- 11. I understand should medical services be required; I will contact my physician. If emergency services are needed, I understand I should call 9-1-1.

- 12. I understand that the same fee rates apply for telehealth as apply for in-person treatment. It is my obligation to contact my insurer before engaging in telehealth to determine if there are applicable co-pays or fees which I am responsible for. Insurance or other managed care providers may not cover telehealth sessions. I understand that if my insurance, HMO, third-party payor, or other managed care provider do not cover the telehealth sessions, I will be solely responsible for the entire fee of the session.
- 13. I understand that telehealth has been found to be effective in treating a wide range of disorders, and there are potential benefits including, but not limited to easier access to care. I understand; however, there is no guarantee that all treatment of all patients will be effective.

Informed Consent

I have had a conversation with my therapist, during which time I have had the opportunity to ask questions concerning services via telehealth. My questions have been answered, and the risks, benefits, and any practical alternatives have been discussed with me.

This Informed Consent Agreement for telehealth is intended as a supplement to the 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 this Informed Consent Agreement terms and conditions.

Patient

Date

Provider

Date

*** I give consent for Sherri Rawsthorn, LCSW to communicate with me via the electronic methods checked below for non-clinical issues (ex. Scheduling).

Phone call - My preferred phone number: ______

Text- My preferred texting number:______

Patient Signature:	Date:
*** I give consent for Sherri Rawhorn, LCSW to contact the	following individual in an emergency situation
Contact Name:	
Contact's Phone:	
Patient Signature:	Date: