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## INFORMED CONSENT FOR TELEHEALTH SERVICES

This Informed Consent for Telehealth Services contains important 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

1. Telehealth refers to providing psychological 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. This can be helpful particularly during the Coronavirus (COVID-19) pandemic in ensuring continuity of care as the patient and clinician likely are in different locations or are otherwise unable to continue to meet in person. It is also 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, as well as some risks. For example:
  - Risks to confidentiality. As telehealth sessions take place outside of Dr. Herzog's physical 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 that you also protect the privacy of your session by making 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.
  - 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 get access to 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 clients who are currently in a crisis situation requiring high levels of support and intervention. Even though you are not in a crisis situation when we begin to work together, should your circumstances change and you are experiencing a crisis, you may require a higher level of services. Therefore, 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.

### **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 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. By initiating these means of communication yourself, you are acknowledging the inherent possibility of breaches of confidentiality and are consenting to using these technologies, with that knowledge. Also, I do not regularly 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 (484-393-5886). I will try to return your call within 24 hours except on weekends and holidays. Let me know in your message that the call is very urgent and I will try to return your call more quickly. 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 **PSYCHOTHERAPIST-PATIENT SERVICES AGREEMENT** still apply in telehealth. Please let me know if you have any questions about exceptions to confidentiality.

**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 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**

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. 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, then call me on the phone number I provided you (484-393-5886).

**Fees**

The same fee rates will apply for telehealth as apply for in-person therapy. If you are submitting receipts to your insurer for reimbursement, be aware that some insurers are/were waiving co-pays during the time of COVID-19. 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.

**Having read the above information, my signature below indicates my agreement to engage in psychological services through telehealth and to the following statements:**

1. I understand that telehealth treatment has potential benefits including, but not limited to, easier access to care. 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.
2. I understand that it is my obligation to notify Dr. Herzog 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 Dr. Herzog of the change in location. This is to insure that Dr. Herzog is practicing within the jurisdiction of her license to practice psychology and to provide information necessary to determining outside resources and higher level of care that could become necessary to access should I experience a psychological crisis.
3. I understand that it is my obligation to notify Dr. Herzog 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. I will notify Dr. Herzog at the outset of each session and am aware that confidential information may be discussed.
4. I understand that it is my obligation to ensure that any virtual assistant artificial intelligence devices, including but not limited to Alexa or Echo, will be disabled or will not be in the location where information can be heard.
5. I agree that I will not record either through audio or video any of the session, unless I notify Dr. Herzog and this is agreed upon.
6. 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.
7. I understand that Dr. Herzog is not responsible for any technological problems over which Dr. Herzog has no control. I further understand that Dr. Herzog does not guarantee that technology will be available or work as expected.
8. 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.
9. I understand that Dr. Herzog or I (or, if applicable, my guardian or conservator), can discontinue the telehealth consult/visit if it is determined by either me or Dr. Herzog that the videoconferencing connections or protections are not adequate for the situation.
10. I have had a conversation with Dr. Herzog, 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. Doxy.me.me is the technology service we will use to conduct telehealth videoconferencing appointments. Dr. Herzog has discussed the use of this platform.

**By signing this document, I further acknowledge:**

1. Doxy.me is NOT an emergency service. In the event of an emergency, I will use a phone to call 9-1-1 and/or other appropriate emergency contact.
2. I recognize Dr. Herzog may need to notify emergency personnel in the event he/she feels there is a safety concern, including but not limited to, a risk to self/others or Dr. Herzog is concerned that immediate medical attention is needed.
3. Though Dr. Herzog and I may be in virtual contact through telehealth services, neither Doxy.me or Dr. Herzog provides any medical or emergency or urgent healthcare services or advice. 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.
4. Doxy.me facilitates videoconferencing and this technology platform is not, itself, a source of healthcare, medical advice, or care.
5. I understand that the same fee rates apply for telehealth as apply for in-person treatment. Some insurers are waiving co-pays during this time. 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.
6. To maintain confidentiality, I will not share my telehealth appointment link or information with anyone not authorized to attend the session.
7. I understand that either I or Dr. Herzog can discontinue the telehealth services if those services do not appear to benefit me therapeutically or for other reasons which will be explained to me.

I have read and understand the information provided above regarding telehealth, have discussed it with Dr. Herzog, and I hereby give informed consent to the use of telehealth.

**Informed Consent**

This agreement is intended as a supplement to the general informed consent (**PSYCHOTHERAPIST-PATIENT SERVICES AGREEMENT**) 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 YOUR CONSENT FOR ME TO PROVIDE SERVICES TO YOU THROUGH TELEHEALTH, AND THAT YOU HAVE READ THE INFORMATION IN THE "INFORMED CONSENT FOR TELEHEALTH SERVICES," AND AGREE TO ABIDE BY ITS TERMS DURING OUR PROFESSIONAL RELATIONSHIP

\_\_\_\_\_  
Patient

\_\_\_\_\_  
Date

\_\_\_\_\_  
Provider

\_\_\_\_\_  
Date