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## Telemental Health/Distance Counseling Informed Consent Document

The purpose of this document is to share information, the benefits and the risks of Telemental health, also known as distance counseling. This document will help you understand and make informed decisions around Telemental health services.

### Telemental Health/Distance Counseling Therapy

Telemental health is the remote delivery of health care services via technology-related media. This includes a wide array of clinical services, including but not limited to assessment, diagnosis, treatment, education, goal setting, accountability, and referral to resources. Telemental health uses various forms of technology, including but not limited to telephone, video, internet, smartphone, tablet, PC desktop system, or other electronic means. The delivery method must be secured by two-way encryption to be considered secure. Synchronous secure video chatting is the preferred method of service delivery.

### The Different Forms of Technology-Assisted Media Explained

- Cell phones: In addition to landlines, cell phones may not be completely secure or confidential. There is the possibility that someone could overhear or intercept our conversations. Be aware that individuals who have access to your cell phone or your cell phone bill may be able to see who you have talked to, who initiated the call, the length of the conversation, and the location of each party on the call. Telephone conversations are billed at my hourly rate, unless a previous agreement is made. Additionally, I keep your phone number in my cell phone, listed by your initials only and my phone is password protected. Please let me know if this is a problem and we will discuss our options.
- Text Messaging: Text messaging is not a secure means of communication and may compromise your confidentiality. Furthermore, sometimes people misinterpret the meaning of a text message and/or the emotion behind it. You need to know that I am required to keep a copy or summary of all texts as part of your clinical record that address anything related to therapy.
- Email: Email is not a secure means of communication and may compromise your confidentiality. However, I realize that many people prefer email because it is a quick way to convey information. Please do not share sensitive information via email, as I cannot guarantee confidentiality with this method of communication. I offer encrypted email through Therapy Appointment portal and you are welcome to use this form of email communication by logging on your account. I am required to keep a copy or summary of all emails as part of your clinical record that address anything related to therapy. I strongly suggest that you only communicate through a device that you know is safe and technologically secure (e.g., has a firewall, anti-virus software installed, is password protected, not accessing the internet through a public wireless network, etc.). If you are in a crisis, please do not communicate this to me via email because I may not see it in a timely matter. Instead, please see below under "Emergency Procedures."
- Video Conferencing (VC): VC is an option for us to conduct remote sessions over the internet where we can speak to one another and see each other on a screen. I utilize VC platforms, such as Zoom and Doxy.Me, which are encrypted to the federal standard, HIPAA compatible, and has signed a HIPAA Business Associate Agreement (BAA). The BAA means that the video conferencing company is willing to attest to HIPAA compliance and assumes responsibility for keeping our VC interaction secure and confidential. If we choose to utilize this technology, I will give you detailed directions regarding how to log-in securely. Please sign on to the platform at least five minutes prior to your session time to ensure we get started promptly. I strongly suggest that you only communicate through a computer or device that you know is safe (e.g., has a firewall, anti-virus software installed, is password protected, not accessing the internet through a public wireless network, etc.).
- Faxing Medical Records: If you authorize me (in writing) via a "Release of Information" form to send your medical records or any form of Protected Health Information (PHI) to another entity for any reason, I may need to fax that information to the authorized entity. It is my responsibility to let you know sending information via fax machine or electronic fax may not be a secure form of transmitting information, although faxing remains the dominant method for transmitting medical records and other forms of PHI.
- Recommendations to Websites or Applications (Apps): During the course of our treatment, I may recommend that you visit certain websites for pertinent information or self-help. I may also recommend certain apps that could be of assistance to you and enhance your treatment. Please be aware that websites and apps may have tracking devices that allow automated software or other entities to know that you've visited these sites or applications. They may even utilize your information to attempt to sell you products. Anyone who has access to the device you used to visit these sites/apps, may be able to see that you have been to these sites by viewing the history on your device. It is your responsibility to decide if you would like this information as adjunct to your treatment or if you prefer that I do not make these recommendations. Please let me know if you prefer that I do not make these recommendations.
- Electronic Transfer of PHI for Credit Card Transactions: I utilize Square as the company that processes your credit card information for which I have a BAA. This company may send the credit card holder a text or an email receipt indicating that you used that credit card for my services, the date you used it, and the amount that was charged. Please know that it is your responsibility to know if you or the credit cardholder has the automatic receipt notification set up in order to maintain your confidentiality if you do not want a receipt sent via text or email. Additionally, please be aware that the transaction may appear on your credit-card bill as "SQ Robin Friedman, LCSW, LLC". I can also receive payments through Venmo and Paypal when pre arranged. If you choose to use these forms of payment, please note that they are not secure means of payment and you must set them to private on your account.

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## Your Responsibilities for Confidentiality & Telemental Health

Please communicate only through devices that you know are secure as described above. It is also your responsibility to choose a secure location to interact with technology-assisted media and to be aware that family, friends, employers, co-workers, strangers, and hackers could either overhear your communications or have access to the technology that you are interacting with. Additionally, you agree not to record any Telemental health sessions.

### Contacting Me

I welcome you to call me at **503-348-4085** which is my cell phone, so please be mindful of the time you call. While I strive to be available and responsive to clients, I may not be able to respond to you as quickly as you might want or need. I will respond in as timely a manner as I can, and certainly within 24 hours unless I have told you otherwise. If you do not hear from me within 24 hours, please contact me again. You may also text me, or email me at **robin@robinfriedmantherapy.com**, mainly for scheduling purposes. Please do not share sensitive information via text or email, as I cannot guarantee confidentiality with these methods of communication. I'm required to make sure that you're aware that I'm located in the Pacific Northwest and that I abide by Pacific Standard Time.

### In Case of an Emergency

My practice is an outpatient facility and I am set up to accommodate individuals who are reasonably safe and resourceful. Therefore, I am not available at all times. If at any time this does not feel like enough support, please inform me, and we can discuss additional resources or transfer your case to a therapist or clinic with 24-hour availability. If you are having a mental health emergency and need immediate assistance, I encourage you to do one or more of the following:

- In the Portland Oregon Area, call the Multnomah County Crisis Line at 503-988-4888
- Call Lifeline at 800-273-8255 (National Crisis Line)
- Call 911 or Go to the emergency room of your choice.

### Emergency Procedures Specific to Telemental Health Services

There are additional procedures that we need to have in place specific to Telemental health services. These are for your safety in case of an emergency and are as follows:

- You understand that if you are having suicidal or homicidal thoughts, experiencing psychotic symptoms, or in a crisis that we cannot solve remotely, I may determine that you need a higher level of care and Telemental health services are not appropriate.
- I require an Emergency Contact Person (ECP) who I may contact on your behalf in a life-threatening emergency only. Either you or I will verify that your ECP is willing and able to go to your location in the event of an emergency. Additionally, if you, your ECP, or I determine it necessary, the ECP agrees take you to a hospital. Your signature at the end of this document indicates that you understand I will only contact this individual in the extreme circumstances stated above. Please list your ECP here:

Name: \_\_\_\_\_ Relationship: \_\_\_\_\_ Phone: \_\_\_\_\_

- You agree to inform me of the address where you are at the beginning of every Telemental health session.
- You agree to inform me of the nearest mental health hospital to your primary location that you prefer to go to in the event of a mental health emergency (usually located where you will typically be during a Telemental health session). Please list this hospital and contact number here:

Hospital: \_\_\_\_\_ Phone: \_\_\_\_\_

### In Case of Technology Failure

During a Telemental health session, we could encounter a technological failure. The most reliable backup plan is to contact one another via telephone. Please make sure you have a phone with you, and I have that phone number. If we get disconnected from a video conferencing or chat session, we will end and restart the session. If we are unable to reconnect within ten minutes, please call me. If we are on a phone session and we get disconnected, please call me back or contact me to schedule another session. If the issue is due to my phone service, and we are not able to reconnect, I will not charge you for that session.

### Cost of Sessions

If your treatment needs determine that Telemental health services are appropriate, we may engage in either face-to-face sessions, Telemental health, or both. We will discuss what is best for you. The cost of Telemental health sessions are the same as face-to-face sessions described in my "Psychotherapist-Client Agreement". Current rates are listed on my website at [www.robinfriedmantherapy.com](http://www.robinfriedmantherapy.com). Your credit card will be charged at the conclusion of each Telemental health session. Credit cards, debit cards, and HAS/FSA cards are acceptable for payment, and I can provide a receipt for services rendered upon request. You are responsible for the cost of any technology you may use at your own location, which includes your computer, cell phone, tablet, internet or phone charges, software, headset, etc. Please let me know if you are having financial difficulties.

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**Cancellation Policy**

If you need to cancel or reschedule an appointment, please provide at least 24 hours notice in order to not be charged the full amount of the session. Since scheduling an appointment involves the reservation of time specifically for you, please know that the cancellation policy is enforced without exception. That way, it is fair for everyone and not personal. I understand that emergencies and illnesses do occur, and as unfortunate as this is, my business is unable to financially sustain the losses of these circumstances.

**Limitations of Telemental health Therapy Services**

Telemental health services should not be viewed as a complete substitute for in-person therapy conducted in my office. It is an alternative form of therapy or adjunct therapy, and it involves limitations. Primarily, there is a risk of misunderstanding one another when communication lacks visual or auditory cues. For example, if video quality is lacking for some reason, I might not see a tear in your eye. Or, if audio quality is lacking, I might not hear the crack in your voice that I could easily pick up if you were in my office. There may also be a disruption to the service (e.g., phone gets cut off or video drops). This can be frustrating and interrupt the normal flow of personal interaction. Please know that I have the utmost respect and positive regard for you and your wellbeing. I would never do or say anything intentionally to hurt you in any way, and I strongly encourage you to let me know if something I've done or said has upset you. I invite you to keep our communication open at all times to reduce any possible harm.

**Face-to Face Requirement**

If we agree that Telemental health services are the primary way we choose to conduct sessions, I require at least one face-to-face meeting at the onset of treatment. I prefer for this initial meeting to take place in my therapy office. If that is not possible, we can utilize video conferencing as described above. During this initial session, I will require you to show a valid picture ID and another form of identity verification such as a credit card in your name. At this time, you will also choose a password, phrase, or number which you will use to identify yourself in all future sessions. This procedure prevents another person from posing as you.

**Consent to Telemental health Services**

The Telemental health services you are authorizing me to utilize for your treatment or administrative purposes include phone, email, video conferencing (such as Zoom or Doxy.Me), Ivy Pay, Venmo, PayPal, Square, fax, and recommendations to websites or apps. This list may not be exhaustive. Together, we will determine which modes of technology are best for you. You may withdraw your authorization to use any of these services at any time by notifying me in writing. In summary, technology is constantly changing, and there are implications to all of the above that we may not realize at this time. Feel free to ask questions, and please know that I am open to any feelings or thoughts you have about these and other modalities of communication and treatment.

*I have read this document and have had an opportunity to ask questions about it. I understand the above information, my rights to privacy, and that there are risks associated with Telemental health counseling. I agree to abide by the payment policy outlined above and accept full responsibility for all fees incurred for my therapy. I consent to participate in treatment and/or evaluation. I understand that I may refuse services at any time. In the development of my treatment plan, I will be informed of the risks and benefits, the availability of alternatives, and the consequences of withdrawing before treatment is complete.*

Please date and sign your name below indicating that you have read and understand the contents of this form, you agree to these policies, and you are authorizing me to utilize the Telemental health methods discussed.

Client Name (Printed)

(or parent/legal guardian)

Client Signature

Date

Therapist

Robin Friedman, LCSW

Date