**Consent for Teletherapy**

**Applicability:** This consent form is only for clients who are new and/or existing clients with a W Schaffer & Associates therapist and are requesting teletherapy sessions.

**Definition:** Teletherapy refers to psychotherapy provided through interactive audio, video, telephone and/or other audio/video communications. Teletherapy is considered a form of Telehealth which refers to the provision of healthcare services provided via technology-assisted media/means.

**Consent for Teletherapy: Provisions and Conditions**

I/we (names of all parties participating in teletherapy services)

consent to engaging in teletherapy with W Schaffer & Associates. I/we understand that teletherapy with W Schaffer & Associates consists of ongoing therapy (teletherapy) with a W Schaffer & Associates clinician. I/we understand that teletherapy can occur through interactive audio, video, telephone and/or other audio/video communications.

Moreover, I/we understand that if I/we are using insurance benefits to cover teletherapy services that my/our insurance carrier will determine what types of teletherapy services are and are not covered, and that I/we will be responsible for charges associated with services provided by W Schaffer & Associates therapists.

I understand I have the following rights with respect to telehealth:

1. I/we have the right to withhold or remove consent at any time. However, the withdrawal of consent may result in W Schaffer & Associates not being able to offer me/my family therapy services if in office therapy appointments are not available at the time I/we withdraw consent. In these instances, my W Schaffer & Associates therapist will endeavor to provide appropriate referrals.
2. The laws that protect the confidentiality of my personal information also apply to teletherapy. These provisions are contained in the W Schaffer & Associates therapist Privacy Notice which is available on our website: http://www.counselorsoftexas.com

I understand and agree that I have been informed of the technological risks associated with teletherapy and consent to receive teletherapy given these risks. These risks include but are not limited to:

1. The reality that no method of technological communication can completely guaranteed to be confidential, and that with any technology there is always a small risk of hacking and therefore loss of confidentiality.
2. The disruption of communication. I/we understand that the use of technology means that there is a risk of a disruption of teletherapy sessions. I agree that in these instances my therapist will attempt to contact me/us by phone to complete the session but in the case of telephone sessions or other service interruptions I/we understand that this may not always be possible.

1. My therapist can be best reached by calling the W Schaffer & Associates at (512) 388-4660.

1. I/we also agree to provide my therapist with my phone number(s). Numbers to best reach me at are (if multiple numbers please note whose number is being listed):

Phone 1:

Phone 2:

Email:

I understand and agree that I have been informed of the potential risks and limitations associated with teletherapy and consent to receive teletherapy given these risks. These risks include but are not limited to:

1. Information transmitted may not be sufficient (e.g., poor resolution of video, poor audio quality) to allow for appropriate decision making by my therapist, or may impede my therapist in responding in the most effective way. Poor quality audio and/or video may result in my therapist not being able to discern changes in facial expression or changes voice tone.
2. A lack of access to all the information that might be available in a face-to-face visit such as non-verbal cues which again may impede therapist effectiveness.
3. That teletherapy may seem more impersonal and that my therapist may not seem as engaged due to the limitations of technology.

I understand that teletherapy may not be appropriate for all problems, situations, and persons and that, as with in-person therapy, my W Schaffer & Associates therapist may decline to offer or continue teletherapy services:

1. If my therapist determines that the potential risks associated with the provision of teletherapy to me/my family make teletherapy a poor fit for me/my family my therapist will terminate teletherapy services. However, in these instances my therapist will terminate in a clinically appropriate manner and endeavor to provide alternative referrals. Reasons for the termination of teletherapy include by are not limited to the W Schaffer & Associates therapist determining that the nature of my/my family’s problems/situation, or technological issues with the provision of teletherapy to my/my family make teletherapy a poor choice of service.
2. In a crisis or emergency situation my therapist may determine that a teletherapy session is not an appropriate service and my therapist may call 911, direct me/my family to call 911, or direct me/my family to the nearest hospital or crisis facility.

I understand that just as with in person therapy there are responsibilities associated with participating in/receiving teletherapy services.

1. I/my family agrees to following conditions in order to receive teletherapy from the W Schaffer & Associates therapist:

1. To have access to and familiarity with, the appropriate technology in order to participate in the service provided.

1. To turn off Siri, Google Now, Alexa or any other digital assistant app on your phone or any device such as Amazon echo or google app. These devices record conversations and thus pose a significant risk to your confidentiality.

1. To not record therapy sessions or any conversations with my therapist or any the W Schaffer & Associates therapist staff. In turn, the W Schaffer & Associates therapist will not record your sessions.

1. To strive to maintain confidentiality on my/our end of the session by using secure wifi (not public) and having updated virus protection on any device that I/we use for teletherapy communication with my/our therapist including but not limited to computer, ipad, smart phone or any other device.

1. To be in a private and a quiet place where I/we will not be distracted or interrupted, and my/our session will not be overheard.

1. To inform my therapist of my/our location, e.g., home, office, etc. and to agree to participate in teletherapy sessions in a confidential and appropriate setting.

1. To only have present persons who I/we have informed my/our therapist are part of the therapy process and to show my/our therapist the room I/we are in, if requested to do so.

1. To only use equipment for teletherapy that I/we own or control. To not use equipment owned by another (excepting parents or spouse), and specifically not using my employer’s computer or network. I/we are aware that any information I/we enter into an employer’s computer can be considered by the courts to belong to my employer and my privacy may thus be compromised.

1. I/we understand and agree that the alternatives to teletherapy have been explained to me/us, including their risks and benefits, as well as the risks and benefits of doing without treatment. I/we understand that I/we can still pursue in-person consultations.

**Agreement to Receive Teletherapy Services**

**By signing below:**the Teletherapy Consent form I/we acknowledge that I/we have read, understood and accepted all the terms and information contained herein, are making an informed choice to consent to receive teletherapy (with its attendant risks and rewards) and have had ample opportunity offered to me/us to ask questions & seek clarification of anything unclear to me. I/we also acknowledge that all of the provisions included in the W Schaffer & Associates Service agreement, HIPAA privacy notice, and Financial Policy apply to teletherapy services.

Name:  Date:

Name:  Date:

Name:  Date:



Witnessed by:  Date:



I understand that my records are protected under federal regulations governing Confidentiality of Protected Health Information (PHI) under HIPAA and Confidentiality of Alcohol and Drug Abuse Patient Records, 42 CFR Part-2 and cannot be disclosed without my consent unless otherwise provided for in the regulations. I also understand that I may revoke this authorization and must do so in writing and present this written revocation to the W Schaffer & Associates. Unless otherwise revoked, this consent expires in 12 months from this date. I understand that once information is disclosed per my authorization, the information may be redisclosed by the recipient in accordance with applicable laws and regulations and it may not be protected by federal or state privacy regulations.

Signature: Date: