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Telehealth Services Informed Consent

What is Telehealth?

“Telehealth” means, in short, “the use of interactive audio, video or other electronic media for the purposes of diagnosis, consultation or treatment.” It refers to the provision of mental health services with the provider and the recipient of services being in separate locations, and the services being delivered over electronic media. Because I believe so strongly in the power of in-person, face-to-face therapy, for now I will be reserving telehealth sessions to be conducted in the following circumstances:

- Health conditions of the client, client’s family member, therapist, or community pose a risk of the spread of infection
- Weather conditions prohibit safe travel to my office
- Loss of heat, power, or other issue interferes with the comfort and/or safety of having sessions at the office space

Services delivered via telehealth rely on a number of electronic, often Internet-based, technology tools. These tools can include videoconferencing software, email, text messaging, virtual environments, specialized mobile health (“mHealth”) apps, and others. I use Simple Practice for video conferencing as it is HIPAA-compliant, thus providing a higher likelihood of preserving your privacy (nothing is 100% secure). Video services such as Skype, Facetime, GoToMeeting, and Google audio/video systems are not set up to be as secure and therefore I do not use them.

If you have any questions or concerns about the above tool, please address them directly to me so we can discuss the risks, benefits, and specific application to your treatment.

Benefits and Risks of Telehealth

Receiving services via telehealth allows you to:

Receive services at times or in places where the service may not otherwise be available.

Receive services in a fashion that may be more convenient and less prone to delays than in-person meetings.

Receive services when you are unable to travel to my office.

Receiving services via telehealth has the following risks:

Telemental health services can be impacted by technical failures, may introduce risks to your privacy, and may reduce my ability to directly intervene in crises or emergencies. Here is a non-exhaustive list of examples:

- Internet connections and cloud services could cease working or become too unstable to use
- Cloud-based service personnel, IT assistants, and malicious actors (“hackers”) may have the ability to access your private information that is transmitted or stored in the process of telehealth-based service delivery.
- Computer or smartphone hardware can have sudden failures or run out of power, or local power services can go out.
- Interruptions may disrupt services at important moments, and I may be unable to reach you quickly or use the most effective tools.
- Psychotherapy using video services may not be as comprehensive as in-person treatment.

There may be additional benefits and risks to telemental health services that arise from the lack of in-person contact or presence, the distance between you and me at the time of service, and the technological tools used to deliver services. I will assess these potential benefits and risks, sometimes in collaboration with you, as our relationship progresses.

Assessing Telehealth’s Fit For You

Although it is well validated by research, service delivery via telehealth is not a good fit for every person. I will continuously assess if working via telehealth is appropriate for your case. If it is not appropriate, we will determine whether it best to cease services for the time being or find another alternative if possible.

Please talk to me if you find the telehealth technology so difficult to use that it distracts from the services being provided, if the medium causes trouble focusing on your services, or if there are any other reasons why the telehealth platform seems to be causing problems in receiving services. You also have the right to terminate telehealth sessions at any time.

Telehealth in my practice

For my practice, initial mental health evaluations must be done face-to-face. The content of video sessions can include ongoing assessment, consultation, treatment planning, and therapy.

Video sessions are not a replacement for face-to-face psychotherapy. I am willing to use them only in the above mentioned circumstances or in other rare situations as deemed appropriate by both me and my client. I am not licensed to practice counseling

in any state other than North Carolina. There may be certain limited conditions under which you and I can use video to “meet” while you are in another state; I will consider these on a case-by-case basis.

While I am in-network with most Blue Cross Blue Shield plans and Aetna, telehealth is not necessarily covered by insurance. Feel free to call your carrier and inquire with them. I will continue to file these claims on your behalf, however it is likely that your insurance company will deny these claims even though they have covered psychotherapy sessions before.

All clients using telehealth will be required to enter credit card information. This card will be used for the session fees after the appointment is completed. I will discuss payment with you on a case by case basis.

Your Telehealth Environment

You will be responsible for creating a safe and confidential space during sessions. You should use a space that is free of other people. It should also be difficult or impossible for people outside the space to see or hear your interactions with me during the session.

Our Communication Plan

At our first session, we will develop a plan for backup communications in case of technology failures and a plan for responding to emergencies and mental health crises.

In addition to those plans, I have the following policies regarding communications:

The best way to contact me is via email at: miriam.lieberman@integralcounselingservices.com or call/message me at 919 618-4919. You can also leave a confidential message at 919 304-5754. I will respond to your messages as soon as possible although it can take up to 24 business hours.

Our therapeutic work is done during our scheduled sessions. Contact between sessions should be limited to confirming, cancelling, or changing appointment times or billing questions.

Our Safety and Emergency Plan

As a recipient of telehealth-based services, you will need to participate in ensuring your safety during mental health crises, medical emergencies, and sessions that you have with me.

I will require you to designate an emergency contact. You will need to provide permission for me to communicate with this person about your care during emergencies.

I will also develop with you a plan for what to do during mental health crises and emergencies, and a plan for how to keep your space safe during sessions. It is important that you engage with me in the creation of these plans and that you follow them when you need to.

Your Security and Privacy

Except where otherwise noted, I employ software and hardware tools that adhere to security best practices and applicable legal standards for the purposes of protecting your privacy and ensuring that records of your health care services are not lost or damaged.

As with all things in telehealth, however, you also have a role to play in maintaining your security. Please use reasonable security protocols to protect the privacy of your own health care information.

The laws that protect the confidentiality of your personal information apply just as much to video sessions as they do to in-person psychotherapy. That is, the information released by you during your sessions is generally confidential. There are both mandatory and permissive exceptions to confidentiality: child or vulnerable adult abuse; expressed intent to harm yourself or others; or as a part of legal proceedings where information is requested by a court of law. With those exceptions, I will never convey any personally identifiable images or information from our video interaction to other entities without your written authorization, except as permitted by HIPAA for purposes of coordination of care. An example of the latter would be telling your psychiatrist what I notice to be the effect of your medication.

Recordings

Please do not record video or audio sessions without my consent. Making recordings can quickly and easily compromise your privacy, and should be done only with great care. I will not record video or audio sessions.

I understand and agree to the above policies and procedures.

SIGNATURE _____

DATE _____