



## SEABROOK INFORMED CONSENT FOR TELECOUNSELING DURING THE CORONAVIRUS (COVID-19) PANDEMIC

This Informed Consent for telecounseling contains important information focusing on providing healthcare services using the phone or the Internet.

### **Benefits and Risks of Telecounseling**

Telecounseling refers to providing Therapy services remotely using telecommunications technologies, such as video conferencing or telephone. One of the benefits of telecounseling 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 therapist likely are in different locations or are otherwise unable to continue to meet in person. It is also more convenient and allows patients to have easier access to care. Telecounseling, however, requires technical competence on both our parts to be helpful. Although there are benefits of telecounseling, there are some differences between in-person treatment and telecounseling, as well as some risks. For example:

- Risks to confidentiality. As telecounseling sessions take place outside of Seabrook's Outpatient office, there is potential for other people to overhear sessions if you are not in a private place during the session. Seabrook 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 the 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. If at any time during the session you become aware of anyone entering your private space who may have had opportunity to hear or see a video of your communication via Telecounseling, you are required to inform the Therapist and then disconnect your device from the session until you are able to ensure privacy.
- Issues related to technology. There are many ways that technology issues might impact telecounseling. 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, Seabrook will not engage in telecounseling with clients who are currently in a crisis situation requiring high levels of support and intervention. We may not have an option of in-person services presently, but in a crisis situation, you may require a higher level of services. Before engaging in telecounseling, an emergency response plan to address potential crisis situations that may arise during the course of our telecounseling work will be developed.

### **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 Telecounseling.



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For communication between sessions, Seabrook will only use email communication with your permission and only for administrative purposes. This means that email exchanges with Seabrook staff 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 Seabrook cannot guarantee the confidentiality of any information communicated by email. Therefore, Seabrook therapists will not discuss any clinical information by email and prefer that you do not either. Also, Seabrook therapists do not regularly check email, 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 your therapist by phone. Your therapist will try to return your call within 24 hours except on weekends and holidays. If you are unable to reach your therapist and feel that you cannot wait for them to return your call, and if you need immediate attention, contact your family physician or the nearest emergency room. If your therapist will be unavailable for an extended time, you will be provided with the name of another therapist to contact in his or her absence, if necessary.

### **Confidentiality**

Seabrook has a legal and ethical responsibility to make its best efforts to protect all communications that are a part of telecounseling services. The nature of electronic communications technologies, however, is such that Seabrook cannot guarantee that our communications will be kept confidential or that other people may not gain access to our communications. Seabrook uses 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 telecounseling sessions and having passwords to protect the device you use for telecounseling). Seabrook will only use closed internet platforms such as Blue Jeans to engage in telecounseling services. Blue Jeans facilitates videoconferencing and this technology platform is not, itself, a source of healthcare, medical advice, or care.

The therapist will discuss the use of this platform. Prior to each session, clients will receive an email link to enter the system until the session begins. There are no passwords or log in required. To maintain confidentiality, Clients will not share their telehealth appointment link or information with anyone not authorized to attend the session. Clients are required to ensure that any virtual assistant artificial intelligence devices, including but not limited to Alexa or Echo are disabled or will not be in a location where information can be heard or seen.

The extent of confidentiality and the exceptions to confidentiality that is outlined in Seabrook's Informed Consent and HIPAA Disclosure Agreement still applies in Telecounseling. Please let Seabrook know if you have any questions about exceptions to confidentiality.

### **Appropriateness of Telecounseling**

During this time, it may not be possible to engage in in-person sessions to "check-in" with clients. Seabrook will let you know if it decides that telecounseling is no longer the most appropriate form of treatment for you. If you decide telecounseling is not optimal or therapeutically benefiting you, it is important to let Seabrook know. Seabrook's care management can 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 Telecounseling than in traditional in-person treatment. To address some of these difficulties, your therapist will work with you to create an emergency plan before engaging in telecounseling services. Your therapist will ask you to identify an emergency contact person who is near your location. Your Therapist will contact this person in the event of a crisis or emergency to assist in addressing the situation. You will be asked to sign a separate authorization form allowing Seabrook to contact your emergency contact person as needed during such a crisis or emergency.

If the session is interrupted for any reason (such as a technological connection failure) and you are having an emergency, do not call back; instead, call 9-1-1, or go to your nearest emergency room. You may call your therapist back after you have called or obtained emergency services.

If the session is interrupted and you are not having an emergency, disconnect from the Blue Jeans session and wait two (2) minutes and then re-connect via the telecounseling link. If you cannot connect via the telecounseling platform within two (2) minutes, then call your Therapist on the phone number provided to you.

### **Fees**

The same fee rates will apply for telecounseling as apply for in-person therapy. Some insurers are waiving co-pays during this time. 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 telecounseling 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, the time period will be reviewed on a case-by-case basis.

### **Records**

The telecounseling sessions shall not be recorded in any way unless agreed to in writing by mutual consent. Therapists will maintain a written record of your session in the same way they maintain records of in-person sessions in accordance with Seabrook policies.

### **Informed Consent**

This agreement 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 its terms and conditions.

\_\_\_\_\_

Patient

\_\_\_\_\_

Date

\_\_\_\_\_

Provider

\_\_\_\_\_

Date