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TELEMENTAL HEALTH INFORMED CONSENT

This Informed Consent for Telemental health contains important information focusing on doing counseling 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.

Telemental health refers to providing counseling services remotely using telecommunications technologies, such as video conferencing or telephone. One of the benefits of telemental health is that the client and clinician can engage in services without being in the same physical location. This can be helpful in ensuring continuity of care if the client or clinician moves to a different location, takes an extended vacation, or is otherwise unable to continue to meet in person. It is also more convenient and takes less time. Most research shows that telemental health is about as effective as in-person counseling/therapy. However, some clinicians believe that something is lost by not being in the same room.

I _____ hereby consent to engage in telemental health (e.g., internet or telephone based therapy) with Dr./Ms./Mr. _____ (LICENSE NO. _____) as the main venue for my therapy/counseling treatment. I understand that telemental health includes the practice of health care delivery, including mental health care delivery, diagnosis, consultation, treatment, transfer of medical data, and education using interactive audio, video, and/or data communications. Telemental health requires technical competence on both our parts to be helpful. I understand that telemental health also involves the communication of my medical/mental health information, both orally and visually, to other health care practitioners.

I understand that I have the following rights with respect to telemental health:

- (1) I have the right to withhold or withdraw consent at any time without affecting my right to future care or treatment nor risking the loss or withdrawal of any program benefits to which I would otherwise be entitled.
- (2) The laws that protect the confidentiality of my medical information also apply to telemental health. As such, I understand that the information disclosed by me during the course of my therapy is generally confidential. However, there are both mandatory and permissive exceptions to confidentiality including, but not limited to: reporting child, elder, and dependent adult abuse; expressed threats of violence towards an ascertainable victim; and where I make my mental or emotional state an issue in a legal proceeding. (See also Office Policies and HIPAA Notice of Privacy Practices forms, provided to me, for more details of confidentiality and other issues.) Because telemental health sessions take place outside of the psychologist's/counselor's private office, there is potential for other people to overhear sessions if you are not in a private place during the session. I will take reasonable steps to ensure your privacy. It is also important 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 our session on your cell phone or other device. You should participate in counseling/therapy only while in a room or area where other people are not present and cannot overhear the conversation. I also understand that the dissemination of any personally identifiable images or information from the telemental health interaction to researchers or other entities shall not occur without my written consent.
- (3) I understand that there are risks and consequences from telemental health. These may include, but are not limited to, the possibility, despite reasonable efforts on the part of my psychologist/counselor, that: the transmission of my medical information could be disrupted or distorted by technical failures; the transmission of my medical information could be interrupted by unauthorized persons; the electronic storage of my medical information could be accessed by unauthorized persons and/or misunderstandings can more easily occur, especially when care is delivered in an asynchronous manner. In addition, I understand that telemental health based services and care may not yield the same results nor be as complete as face-to-face service. I also understand that if my psychologist/counselor believes I would be better served by another form of psychotherapeutic service (e.g. face-to-face service), I will be referred to a psychologist/counselor in my area who can provide such service. Finally, I understand that there are potential risks and benefits associated with any form of therapy/counseling, and that despite my efforts and the efforts of my psychologist/counselor, my condition may not improve and in some cases may even get worse.

- (4) Telemental health with clients who are currently in a crisis situation requiring high levels of support and intervention may be contraindicated. Before engaging in telemental health, we will develop an emergency response plan to address potential crisis situations that may arise during the course of our telepsychology work. In consultation, my psychologist/counselor have discussed the clinical situation and crises appear of minimal to no risk; however, in the event of clinical difficulties beyond telehealth, we have discussed alternatives. Furthermore, in an emergency, my therapist/counselor and I have discussed local appropriate alternatives.

These include : _____

If the session is interrupted for any reason, such as the technological connection fails, and you are having an emergency, do not call me back; instead, call 911, **[include any local hotlines or other resources]**, 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-contact you via the telepsychology platform on which we agreed to conduct therapy. If you do not receive a call back within two (2) minutes, then call me on the phone number I provided you (XXX-XXX-XXXX).

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.

- (5) I understand that I may benefit from telemental health, but results cannot be guaranteed or assured. The benefits of telemental health may include, but are not limited to: finding a greater ability to express thoughts and emotions; transportation and travel difficulties are avoided; time constraints are minimized; and there may be a greater opportunity to prepare in advance for therapy sessions.
- (6) I understand that I have the right to access my medical information and copies of medical records in accordance with California and Colorado law, that these services may not be covered by insurance and that if there is intentional misrepresentation, therapy will be terminated.

I have read and understand the information provided above, which has also been explained to me verbally. My clinician and I have decided together the modality of telemental health. I have discussed it with my clinician, and all of my questions have been answered to my satisfaction.

Signature: _____ Date: _____