

Center for Healthy Sexuality

Barbara Levinson, PhD, CNS, LMFT, LSOTP-S

Licensed Marriage & Family Therapist

Licensed Sex Offender Treatment Provider / Supervisor / Deregistration Evaluation Specialist

Licensed Clinical Nurse Specialist in Adult Psychiatric/Mental Health

ANCC Board Certified Clinical Nurse Specialist in Adult Psychiatric/Mental health

AASECT Certified Diplomate of Sex Therapy

IITAP Certified Sex Addiction Therapist

IITAP Certified Sex Addiction Therapist Supervisor

IITAP Certified Multi-Addiction Therapist

EMDRIA Certified EMDR Therapist

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Telehealth and Electronic Media Policy and Consent

This Informed Consent for Telehealth contains important information focusing on doing psychotherapy 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. **Telehealth** refers to providing psychotherapy services through the use of these technologies. Examples of **telehealth** may include communication or services delivered via telephone, email, video chat via a HIPPA compliant platform i.e. zoom healthcare, doxy.me, vsee.com or the use of an encrypted email service or password protected email via another means.

Benefits and Risks of Telepsychology

One of the benefits of telehealth 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 as we are unable to continue to meet in person due to the COVID-19 crisis. Telepsychology requires technical competence on both our parts to be helpful. Although there are benefits of telepsychology, there are some differences between in-person psychotherapy and telepsychology, as well as some risks. For example:

- ***Risks to confidentiality:*** Because telepsychology sessions take place outside of our private office, there is potential for other people to overhear sessions if you are not in a private place during the session. On my end I will take reasonable steps to ensure your privacy. But it is 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 therapy only while in a room or area where other people are not present and cannot overhear the conversation.
- ***Issues related to technology:*** There are many ways that technology issues might impact telehealth. Technology may stop working or it may occur that people may 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, I will not engage in telehealth with clients who are currently in a crisis situation requiring high levels of support and intervention. Before engaging in telehealth, we will develop an emergency response plan to address potential crisis situations that may arise during the course of our telehealth work.
- ***Efficacy:*** Most research shows that telehealth is about as effective as in-person psychotherapy. However, some therapists believe that something is lost by not being in the same room. For example, there is debate about a therapist's ability to fully understand non-verbal information when working remotely.

Electronic Communications

We will decide together which kind of telehealth service to use. You may have to have certain computer or cell phone systems to use telehealth services. You are solely responsible for any cost to you to obtain any necessary equipment, accessories, or software to take part in telehealth. For communication between sessions, I only use email communication and text messaging with your permission and only for administrative purposes unless we have made another agreement. E-mail exchanges and text messages with my office 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 I cannot guarantee the confidentiality of any information communicated by e-mail or text. If we decide to communicate in that way you should also be aware that any communication we have will be entered into your file. I am in the process of switching to a secure e-mail platform or messaging system but as of this date, that is not available. We can discuss how documents will be sent and decide on the best platform to use. I do not regularly check my email or texts, nor do I respond immediately, so these methods **should not** be used if there is an emergency. You can call the office and leave a message with my staff or the answering service.

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 me by phone and I will return your call as soon as I am able. If you are unable to reach me and feel that you cannot wait for me to return your call, contact your family physician or the nearest emergency room and ask for the psychologist or psychiatrist on call.

Confidentiality

I have a legal and ethical responsibility to make my best efforts to protect all communications that are a part of our telehealth. However, the nature of electronic communications technologies is such that I cannot guarantee that our communications will be kept confidential or that other people may not gain access to our communications. I will try to use 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 telehealth sessions and having passwords to protect the device you use for telehealth). The extent of confidentiality and the exceptions to confidentiality that I outlined in my Informed Consent that you have already signed prior to becoming my patient will still apply in telehealth. Please let me know if you have any questions about exceptions to confidentiality.

Appropriateness of Telehealth

From time to time, we may schedule in-person sessions to “check-in” with one another. I will let you know if I decide that telehealth is no longer the most appropriate form of treatment for you. We will discuss options of engaging in in-person counseling or referrals to another professional who can provide appropriate services.

Emergencies and Technology

Assessing and evaluating threats and other emergencies can be more difficult when conducting telehealth than in in-person therapy. To address some of these difficulties, we will create an emergency plan before engaging in telehealth services. I will ask you to identify an emergency contact person who is near your location and who I will contact in the event of a crisis or emergency to assist in addressing the situation. I will ask that you sign a separate authorization form allowing me to contact your emergency contact person as needed during such a crisis or emergency. If a telehealth 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, 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 telehealth 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 (713-785-7111). 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.

Fees

The same fee rates will apply for telehealth as apply for in-person psychotherapy. However, insurance or other managed care providers may not cover sessions that are conducted via telecommunication. If your out of network benefits do not cover electronic psychotherapy sessions, you will not receive reimbursement for your therapy sessions. Please contact your insurance company prior to our engaging in telehealth sessions in order to determine whether these sessions will be covered. The telehealth sessions shall not be recorded in any way, and I will maintain a record of our session in the same way I maintain records of in-person sessions in accordance with my policies.

Informed Consent

This agreement is intended as a supplement to the general informed consent that we agreed to at the outset of our clinical work together and does not amend any of the terms of that agreement. For any time period in which telehealth services are provided at a distance, it is important that you have a plan established to respond to any emergencies that may arise, since I cannot be present to personally conduct an evaluation. At a minimum, this involves an agreement to consult the closest emergency room to evaluate your condition, should that become necessary to protect you or someone else.

I have read, fully understand, and agree to abide by the policy outlined above. I have received clarification from Barbara Levinson, PhD, CNS, LMFT, LSOTP-S where necessary.

Signature

Printed Name

Date

Barbara Levinson, PhD, CNS, LMFT, LSOTP-S

Date