



## TELEHEALTH (VIDEO/PHONE) COUNSELING AGREEMENT

The purpose of this form is to obtain your consent to participate in telemental health, which involves counseling by phone, video, or secure online email portal.

### Benefits include:

1. It's more convenient. It can decrease the time commitment of therapy since there is no travel time.
2. I can see you even if you are unable to get to my office (ex. transportation issues), if you are home sick, or when you are home caring for an ill family member.
3. We can continue sessions when you travel within the state, or even when you move within the state.
4. You can always choose to schedule a face-to-face session, when desired.

### Limitations/Risks include:

1. There is a greater chance of misunderstanding – due to technology limits, I might not see some of your body language or hear subtle differences in your tone of voice that I could easily pick up if you were in my office. And you might not pick up mine.
2. There are less likely to be interruptions if we meet in my office, which is a controlled environment.
3. Internet connections could become unstable or cease working.
4. The telehealth platform or our computers/smartphones can have sudden failure or run out of power.
5. I cannot guarantee the privacy/confidentiality of conversations held via phone, as these can be intercepted accidentally or intentionally. I cannot guarantee that hackers will not access video calls.
6. I cannot immediately intervene in person if you are in crisis.

**Is it right for you?** Telemental health is not a good fit for everyone. If at any point you find

the telehealth platform difficult or distracting to use, please let me know. You have the right to discontinue receiving telehealth counseling at any time, without consequence. I am always happy to discuss moving to phone or in-person sessions. Likewise, if at any point I do not feel telehealth is working for me or for your treatment, I may discontinue this treatment option.

### **Logistics**

1. If we are connecting by video, I will send you a link to sign in to my secure and HIPAA-compatible video platform. If we are connecting by phone, I will call you at our scheduled time.
2. I will be in a private location. You should also be in a private location where you can speak openly without being overheard or interrupted by others to protect your own confidentiality.
3. At the start of the session, I may verify your location (street address). This enables me to send help, if needed, and to verify that you are in-state. I can only provide therapy to you while you are in the state where I am licensed. If I do not ask, please be sure to tell me if you are not at your home.
4. Do not invite others to join us for any part of the session without discussing this with me in advance.
5. Please be sure to have a cell phone with you or be near a phone, in case video gets cut off.

### **You may have a better experience if you:**

1. Use a computer or tablet instead of a cell phone so that you can see me better.
2. Make sure your device is fully charged.
3. Utilize Chrome or Firefox to connect to the video platform.
4. Close other applications or programs on your computer.
5. Make sure you have a strong internet connection – you may need to be near your modem.
6. Consider how you will reduce interruptions (ex. talking to family in advance about your need for privacy during that hour, using a “do not disturb” sign on your door, etc.).

7. Find a location where your face will be well lit, so I can see your facial expressions clearly.

**Connection Loss:**

- **For video sessions:** If we lose our video connection during our session, please quit and restart your browser (or computer), and sign in again to the video platform. If you can't reconnect, call my office number (818-515-5314). If I do not hear from you within 5 minutes, I will call and email you. I will remain available during the time of our scheduled session, so we can reconnect and continue, if possible.
- **For phone sessions:** If we lose our phone connection during our session, I will call you again from my office phone or an alternate number, which may show up as restricted or blocked – please be sure to pick up the phone. If you have not heard from me within 5 minutes, you may also attempt to call me at my office number (818-515-5314). I will remain available during the time of our scheduled session, so we can reconnect and recontinue, if possible.
- **Billing for a disrupted session:** If the disconnection is due to my service or equipment, I will not charge you for the session, or will prorate it for what time we talk. If the disconnection is due to your service or equipment, you will be charged in full for the session (not just a copayment).

Best phone number to reach you if video or phone connection is lost:

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**Security**

- I utilize video software and hardware tools that adhere to security best practices and legal standards for the purposes of protecting your privacy.
- It is not recommended that you communicate using a public wireless network.
- You represent that you are not using someone else's device or your employer's computer, since employers have the right to monitor their equipment and networks, which could compromise your privacy.
- You have the sole responsibility for security and privacy of your devices, equipment, and internet connection.

**Recording of Sessions:** No sessions will be recorded by me, and the telehealth platform I use states that there is no recording of the session, no information collected, and no digital record saved afterwards. Please note that recording or screenshots of any kind of any session are not permitted, and are grounds for termination of the client-therapist relationship.

**Payment for Services:** Payments for services must be made prior to our session or the day of the session. I will charge your credit card on file on the session date. If you prefer not to use a credit card, you may pre-pay for sessions ahead of time at <https://sherrygaba.com/sessions>. If you have insurance and I am on your insurance provider list, I will bill insurance on your behalf, but you remain responsible for any portion they do not pay. If you're on any other insurance plan, I will provide you a superbill that you can use to request reimbursement from your provider. You remain responsible for your session fees.

**Session Cancellations:** Phone/video sessions are treated as in-office sessions when it comes to late cancellations and no-shows – 24-hour advance notice is required, otherwise you will be charged the full session fee (not just a copayment), except for cases of unforeseen medical emergency. Cancellations should be communicated via email and phone.

**Emergencies and Confidentiality:** Since you will be at a distance, please list an emergency contact for you:

Full Name: \_\_\_\_\_

Relationship: \_\_\_\_\_

Phone Number(s): \_\_\_\_\_

**If you do not expect to be at home for sessions**, please give the location where you expect to be:

Street Address: \_\_\_\_\_

If you are not at your usual location for our sessions and are in need of emergency assistance, I will identify emergency resources in your area and document that in your chart. If you are in crisis and we get disconnected, you agree to call 911, go to your local emergency room immediately, or contact the National Suicide Hotline at 800-784-2433.

Please share with me if you have severe feelings of helplessness, hopelessness, or wanting

to hurt yourself or others. There are many steps I can take to help, even at a distance. However, if I have extreme concerns about your safety at any time during a telehealth session, we may need to have you come to the office, or I may need to call your support system or emergency services to keep you safe.

Please note that everything in our informed consent that you signed, including all the confidentiality exceptions, still applies during phone/video sessions.

**Acknowledgment:** By signing below, you agree that you have read and understand all of the above. You give permission for me to communicate with your emergency contact if I am concerned about your safety. You agree that you have had the chance to ask questions, that you understand the limitations associated with participating in telehealth sessions and consent to attend sessions under the terms described in this document.

Patient Name (please print): \_\_\_\_\_

Patient Signature: \_\_\_\_\_ Date: \_\_\_\_\_