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## **Telepsychology Via Video Conferencing Informed Consent**

This Informed Consent for Telepsychology contains important information focusing on conducting psychotherapy using the phone or 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.

### **Benefits and Risks of Telepsychology**

Telepsychology refers to providing psychotherapy service remotely using telecommunication technologies, such as video conferencing (VC) or telephone. One of the benefits of telepsychology is that the client and clinician can engage in services without being in the same physical location. Treatment delivery via VC may be a preferred method due to convenience, distance, or other circumstances. Although VC may be used when the clinician and client are in different locations, licensure regulations only allow a session to be conducted in the state in which the clinician is licensed, and where the client is located. An occasional exception can be made if temporary permission is available from another state. Telepsychology, however, 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**

I have a legal and ethical responsibility to make my best efforts to protect all communications that are part of our telepsychology. 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 by using secure networks and employing passwords to protect the device you use for telepsychology. It is important for you to make sure you find a private place for our session where you will not be interrupted. *You should participate in therapy only while in a room or area where other people are not present and cannot overhear the conversation.*

The extent of confidentiality and the exceptions to confidentiality that I outlined in my Informed Consent that you signed at the beginning of our treatment together still apply in telepsychology. Please let me know if you have any questions about exceptions to confidentiality.

- **Issues related to technology:** There are many ways that technology issues might impact telepsychology. 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. We need a back-up plan (e.g., phone number where you can be reached) to restart the session or to reschedule it, in the event of technical problems.

- **Crisis management and intervention:** Usually, I will not engage in telepsychology with clients who are currently in a crisis requiring high levels of support and intervention. Before we engage in telepsychology, we will develop an emergency response plan to address potential crisis situations that may arise during our telepsychology work. As your psychologist, I may determine that due to certain circumstances, telepsychology is no longer appropriate and that we should resume our sessions in-person, when the situation allows.
- **Efficacy:** Most research shows that telepsychology 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 Communication:** I am using a HIPAA- compliant telehealth program – Doxy.me. For email, I use Hushmail, which is HIPAA compliant and encrypted. You can email me through my website – [www.drbrosky.com](http://www.drbrosky.com) , which provides a link to [drbrosky@drbrosky.com](mailto:drbrosky@drbrosky.com).

#### **Set up requirements for teletherapy sessions:**

- **Please confirm with your insurance company that the video sessions (for out of network provider) will be reimbursed; if they are not reimbursed, you are responsible for full payment.**
- Computer, tablet or smart phone. You are solely responsible for any cost to you to obtain any necessary equipment, accessories, or software to take part in telepsychology.
- External or integrated webcam and microphone.
- High speed secure internet connection, not public or free wi-fi and password protection to protect the device you use for telepsychology.
- The latest version of your preferred browser-Google Chrome, Foxfire or Safari.
- Privacy – you need a confidential space with no one in listening range.
- Noise needs to be at a minimum; please close all other programs and windows on your device to reduce distraction and enhance connectivity.
- Teletherapy sessions need to be conducted in well-lit areas. Try to ensure that light sources are not behind you so that your face is in shadow. Make sure your face is fully lit and in-frame during the session.
- For best results, restart your computer before the call and use headphones to minimize echo. I will call or email you a link to start the session.

#### **Fees**

- The same fee rates will apply for telepsychology as apply for in-person psychotherapy. The no show/late cancellation fee (48 hour notification) will also apply for telepsychology. Payment is also due at the time of the session by mailing a check to my office. I will notify you if/when I participate in a credit card service. Please call your insurance company prior to our engaging in telepsychology to determine your coverage for out-of-network telepsychology. 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 psychotherapy sessions, you will be solely responsible for the entire fee of the session.

**Recording**

- The telepsychology sessions *shall not be* recorded in any way unless agreed to in writing by mutual consent. I will maintain a record of our session in the same way I maintain records of in-person session in accordance with my policies.

**Emergencies and Technology**

Assessing and evaluating threats and other emergencies can be more difficult when conducting telepsychology than in traditional in-person therapy. To address some of these difficulties, you will create an emergency plan that identifies an emergency contact person who is near your location, and whom I should contact in the event of a crisis or emergency to assist in addressing the emergency.

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**, 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 at 703-550-1140.*

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.

**By signing the document below, you are stating that you are aware that your provider may contact the necessary authorities in case of an emergency. You are also acknowledging that if you believe there is imminent harm to yourself or another person, you will seek care immediately through your own local health care provider or at the nearest hospital emergency department or by calling 911.**

Below, please include the names and telephone numbers of your local emergency contacts (including local physician, crisis hotline; trusted family, friend, or confidant).

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<b>Physician or Psychiatrist Name &amp; Relationship</b>	<b>Telephone number (s)</b>
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<b>Crisis Hotline and local Crisis Center Names</b>	<b>Telephone number (s)</b>
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<b>Family Member Name &amp; Relationship</b>	<b>Telephone number (s)</b>
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<b>Friend Name &amp; Relationship</b>	<b>Telephone number (s)</b>
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**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.

By signing this document, you are declaring your agreement to its terms and conditions with the following statement:

I have read this document and have had the opportunity to ask questions. I have discussed this with my clinician and understand the risks/limitations and benefits of video conferencing. I agree to Telehealth sessions (CPT code includes the modifier of 95) via video conferencing.

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Signature of Client Date

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Print Name of Client

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Clinician Signature Date

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Print Name of Clinician