

**Adriana Russell MFT**  
**CONSENT TO PARTICIPATE IN TELE-MENTAL HEALTH**

- 1. PURPOSE.** The purpose of this form is to obtain your consent to participate in tele-mental health. Tele-mental health involves the use of audio, video or other electronic communications to conduct psychotherapy, aka “distance therapy.”
- 2. RISKS, BENEFITS AND ALTERNATIVES.** The benefits of tele-mental health include having access to psychotherapy without having to travel to an office.

**RISKS:** Tele-mental health has risks unique to this medium. For example, there may be disruption to the service (e.g. call gets cut off or video drops). This can be frustrating and interrupt the normal flow of personal interaction. There is a risk of misunderstanding one another when communications lacks visual or auditory cues. For example, if the video quality is lacking for some reason, I might not see various details such as facial expressions. Or, if the audio quality is lacking, I might not hear the difference in your tone of voice that I could pick up if you were in my office. Additionally, when we meet in my office, I can make every effort to keep our session from being interrupted. I will take every precaution to insure a technologically secure and environmentally private psychotherapy session on my end of the transmission, but I do not control your setting when we are having a tele-mental health session.

A potential risk of tele-mental health is that the effectiveness of distance therapy is not clearly established, compared to face-to-face therapy. In rare circumstances, security protocols could allow a breach of client privacy.

The alternative to tele-mental health is a face-to-face visit with me.

- 3. CONFIDENTIALITY.** All existing confidentiality protections under federal and California law apply to information shared with me during your tele-mental health sessions. See my general consent for therapy for more details on your rights and my obligations regarding confidentiality.

As the client, you are responsible for finding a private, quiet location where sessions may be conducted. Consider using a “do not disturb” sign/note on the door. You are solely responsible for your choice of location, and agree to take precautions against the possibility that family, friends, employers, co-workers, strangers, and hackers could either overhear your communications or have access to the technology that you are interacting with.

You agree not to share your password to any services used for tele-mental health with others. You have sole responsibility for the security and privacy of your Internet, wi-fi, cellular data, and other connections, as well as the security of any equipment you use for audio or video communication with me.

You represent that you are using your own equipment to communicate and not equipment owned by another, and specifically not using your employer’s computer or network. Be aware that any information you enter into an employer’s computer can be considered by the courts to belong to

your employer, and that some employers closely monitor their equipment and networks. Thus, using an employer's computer or network could compromise your privacy.

4. **RIGHTS.** You may withhold or withdraw your consent to a tele-mental health session at any time before and/or during your session without affecting your right to future care.
5. **THERAPIST RESPONSIBILITIES.** Under California law, I am responsible for documenting your location and your suitability for benefiting from a tele-mental health session each time we meet. Thus, there are additional procedures that we need to have in place. These are for your safety in case of an emergency and are as follows:

You understand that if you are having suicidal or homicidal thoughts, experiencing psychotic symptoms, or in a crisis that we cannot manage remotely, I may determine that you need a higher level of care and tele-mental health services are not appropriate.

I require an Emergency Contact Person (ECP) whom I may contact on your behalf in a life-threatening emergency only. By listing this person, you are attesting that you have verified your ECP is willing and able to go to your location in the event of an emergency. Additionally, if either you, your ECP, or I determine necessary, the ECP agrees to take you to the hospital. Your signature at the end of this document indicates that you understand I will only contact this individual in the extreme circumstances stated above. Please list your ECP here:

Name: \_\_\_\_\_ Phone: \_\_\_\_\_

You agree to inform me of the address where you are at the beginning of every tele-mental health session.

You agree to inform me of the nearest mental health hospital to your primary location that you prefer to go to in the event of a mental health emergency. Please list this hospital and the contact number here:

Hospital: \_\_\_\_\_ Phone: \_\_\_\_\_

In a mental health crisis, you may alternatively follow this plan:

1. Call Lifeline at (800) 273-8255 (National Crisis Line) or Contra Costa Crisis Center (800)833-2900
2. Call 911.
3. Go to the emergency room of your choice.

- 6. ACCESS.** You are responsible for making sure that you have adequate computer equipment and Internet bandwidth in order to sustain an adequate connection to the audio or video application we agree to use.

For video sessions, use of a cell phone or other hand-held device is not recommended. Video sessions must be conducted on a w-fi or direct Internet connection, not a wireless phone connection (e.g. 4G) for the best connection and to minimize disruption. If there is difficulty with the video connection, I may recommend switching to audio only or phone.

I strongly suggest that you only communicate through a computer or device that you know is safe (e.g. has a firewall, anti-virus software installed, is password protected, not accessing the internet through a public wireless network, etc.).

- 7. RECORDING SESSIONS.** I will never record your session without discussing it with you first, and obtaining your written consent. If a session is recorded, such as for the purpose of professional supervision or consultation, the recording will not become part of your health record and will be deleted as soon as it has been used for that purpose. **By signing this consent, you agree that you will not record any of your tele-mental health sessions.**
- 8. Appointments.** You are responsible for initiating the connection with me at the time of your appointment. You are responsible for remembering and attending your appointments via the audio or video method pre-arranged with me. I will not send reminders. If you are having technical difficulties, you should reach out to me via our scheduled video email to let me know. I will not pursue you if I cannot reach you via our scheduled video or audio medium. Unless, otherwise arranged, I will wait a maximum of fifteen minutes for you to become available via our scheduled video or audio medium, and then the session will be billed as a missed session.
- 9. IN CASE OF TECHNOLOGY FAILURE.** During a tele-mental health session, we could encounter a technological failure. The most reliable back up plan is to contact one another via telephone. Please make sure you have a phone with you, and I have that phone number. If we get disconnected from a video conferencing session, quit and restart the session. If we are unable to reconnect within five minutes, you should call me at 925 408-2805. If the issue is due to my Internet service or equipment, and we are not able to re-connect, I will not charge you for that session or will pro-rate the session if at least 25 minutes have elapsed. If the issue is due to your service, the full payment for the session will be due. If we are on the phone and get disconnected, you should call me at 925 408-2805. If the issue is due to my phone service or equipment and we are not able to reconnect, I will not charge you for that session or will pro-rate the session if at least 25 minutes have elapsed. If the issue is due to your service or equipment, the full payment for the session will be due.

10. **PAYMENT.** I currently accept payment in cash or check or Ivy Pay. We will arrange how to make payment prior to beginning tele-mental health.

**My therapist has discussed with me the information provided above. I have had an opportunity to ask questions about this information and all of my questions have been answered. I have read and agreed to a tele-mental health session.**

---

**Signature of Client/Date**