

**Jenn Pagone, LCPC / Pagone Psychological Services, LCC**

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**Videoconferencing & Telehealth Psychotherapy – Policy Implementation 3/17/2020**

**Addendum to Informed Consent for Psychotherapy and Therapist-Client Services Agreement**

This form is to educate my psychotherapy clients about videoconferencing and telehealth psychotherapy sessions. When we cannot meet in person due to health or other concerns, videoconferencing is an option available to us. Your signature below indicates understanding and consent to videoconferencing and telehealth psychotherapy with Jenn Pagone, LCPC.

**Technology for Videoconferencing Sessions**

Videoconferencing psychotherapy sessions are provided on a HIPAA-compliant platform. This platform allows for real-time video communication. This platform is free to you. However, you will need a computer with a video-camera and microphone. The day of our session I will send you a link to connect to our meeting. At the time of the meeting just click on the link. A video screen will pop up. You may have to click on icons to turn on your microphone and camera.

**Limitations Due to Use of this Technology**

A variety of technological problems can cause delays in starting meetings or can interrupt a meeting. If case we lose our connection, please call 773-339-7949. Keep your cellphone with you while we meet (should you be on a computer or tablet) so that I may call you if needed. If we cannot successfully reconnect on the internet, we can reschedule or continue on the telephone (telehealth session).

The audibility of videoconferencing is usually not as good as in face-to-face meetings. Participants may need to ask each other to repeat what is said. We will also be less able to observe each other's body language. All of this can result in a less "felt" sense of each other as compared to meeting face-to-face. If you sense that I have missed your meaning or responded in an unhelpful way, please tell me as soon as possible so that we can work to repair the mis-communication or mis-step.

**Confidentiality Caveats**

Communication via the internet cannot be guaranteed to be 100% secure. The following are steps that we can take to increase security and confidentiality.

- The videoconferencing platform and related software are HIPAA-compliant and encrypted.
- We both agree not to record our videoconference meetings.
- To prevent non-participants from joining our confidential meetings electronically, we must both secure the links to our meetings that I send to you via encrypted email or through the encrypted Signal app. Ensure your email account and mobile device have secure passwords and ensure that you close your email platforms when not in use. I will do the same.
- We both agree not to have any other people in the rooms where we hold our video or phone-conference. You must inform me immediately should another person enter your room.
- Interruptions at home tend to occur during videoconferencing sessions and we should anticipate these. You can limit interruptions by telling people in your home that you are having a confidential meeting, close the doors to your room, and place a "Do Not Disturb" sign on your doors.

Nonetheless, people may forget and walk in, other phone lines and doorbells ring, pets make their presence known, etc.

### **Payment for Sessions**

*I have implemented this new platform as an alternative to in-office sessions due to the CORONAVIRUS. As stated on my Client-Services Agreement, insurance companies typically do not cover phone or video-conference sessions. However, given this pandemic, this is the safest and most ethical and therapeutically appropriate way to continue your services during this uncertain time. Every insurance policy is different, and I encourage you to contact your insurance company for direct guidance.*

*At this time, I will be submitting your claims electronically (per my usual business practice) indicating a video/telehealth code to your insurance companies. If the claims are denied we will make other arrangements.*

*Self-pay clients will pay the same fee as when we meet in person. Co-payments and co-insurance fees will still apply and will be taken over the phone via credit card at the time of session.*

### **Cancellations**

Given the demands of the current health crisis, there may be a need for last-minute cancellations and we will need to be flexible with each other. Nonetheless, we must respect the time we each commit to our meetings. Therefore, if you cancel our session under 24 hours due to a non-emergency, my 24 cancellation policy will apply with a fee of \$50 due prior to your next scheduled session.

### **Agreement Specifics**

I have read the above information on videoconferencing and telehealth psychotherapy, the limitations, and confidentiality caveats. With this understanding, I wish to participate and consent in videoconferencing and telehealth psychotherapy sessions with Jenn Pagone, LCPC when health or other concerns prohibit our being able to meet in person.

- I understand that videoconferencing and telehealth psychotherapy includes the practice of health care delivery, including diagnosis, consultation, treatment, and education using interactive audio, video, and/or data communication.
- I understand that all protections and limitations of HIPAA are the same for online therapy as they are in person.
- I understand that I may need to download an application to use this platform. I also need to have a broadband Internet connection or a smart phone device with a good cellular connection at home or at the location deemed appropriate for services. The secure, HIPAA compliant server can be used to be used from a computer OR from a phone/tablet.
- I understand that I need to be in a private location where my sessions cannot be overheard by others. To insure my privacy I will adjust the volume on my device, minimize background noise and other distractions, and will I inform Jenn Pagone, LCPC if there is anyone else in the room with me or if I believe someone may have overhear the session. I will be in an enclosed area to protect my privacy and confidentiality. I understand that Jenn Pagone, LCPC will also take these same precautions.
- I understand that I will not invite others into session time without discussing this with Jenn Pagone, LCPC first.

## Client Rights

I understand that I have the following rights with respect to videoconferencing and telehealth psychotherapy:

- I have the right to withdraw consent at any time without affecting my right to future care or treatment.
- The laws that protect the confidentiality of my medical information also apply to videoconferencing and telehealth psychotherapy. 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: if I'm going to hurt myself or hurt others; 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.
- I understand that there are risks and consequences from videoconferencing and telehealth psychotherapy. These may include, but are not limited to, the possibility, despite reasonable efforts on the part of Jenn Pagone, LCPC, that: the transmission of services could be disrupted or distorted by technical failures; misunderstandings can more easily occur, especially when care is delivered in an asynchronous manner; and/or possible confidentiality breaches if someone should walk into the client's room during a psychotherapy session.
- In addition, I understand that videoconferencing and telehealth psychotherapy based services and care may not yield the same results nor be as complete as face-to-face service. I understand that it is my responsibility to express any thoughts or feelings related to this to Jenn Pagone, LCPC so this may be processed.
- I understand that I may benefit from videoconferencing and telehealth psychotherapy, but results cannot be guaranteed or assured.
- I understand that in the case of an emergency, I will call 911 and/or go to my local emergency room. I also understand that Jenn Pagone, LCPC is not an on-call clinician and may not be immediately available should there be a crisis.

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Name

Date