

## **INFORMED CONSENT FOR TELEHEALTH PSYCHOTHERAPY**

I hereby consent to engaging in telehealth services with Lauren Yerkes, Psy.D., licensed clinical psychologist, as part of my psychotherapy. I understand that telehealth services include the practice of health care delivery, diagnosis, consultation, treatment, transfer of medical data, and education using interactive audio, video, or data communications. Telehealth also facilitates management and self-management of my mental health while I am at an "originating site" (my location) and Dr. Yerkes is at a "distant site" (her office in Jacksonville Beach, FL). I understand that telehealth also involves the communication of my medical/mental health information, both orally and visually, to health care practitioners located in Florida or outside of Florida.

I understand that Dr. Yerkes and I will have "synchronous interaction," meaning real-time interaction via use of the Internet or telephone. I further understand that, while Dr. Yerkes and I expect our communications to be secure and confidential, Dr. Yerkes cannot insure with absolute certainty the security of such Internet or telephone communication and I am willing to accept this risk. Specifically, in regard to telehealth sessions accomplished through Internet services, it is understood and agreed that Dr. Yerkes is not an expert in electronic communications and does not know what providers do with the data that is transmitted and that providers may not inform users if a breach of security occurs. Nevertheless, Dr. Yerkes utilizes Doxy.me for video therapy, which enables covered entities (e.g. doctors) to be compliant with HIPAA in the following ways: 1) Doxy.me establishes an encrypted peer-to-peer conduit for PHI (protected health information) transmitted between patients and providers and 2) Doxy.me will sign a Business Associates Agreement in which Doxy.me establishes responsibilities for PHI and protocols for notification of breach. Further, all data is encrypted, patient sessions are anonymous and no patient information is stored. Doxy.me uses the AES cipher with 128-bit keys to encrypt audio/video, and HMAC-SHA1 to verify data integrity. Please refer here for more information: <https://doxy.me>

Since Dr. Yerkes is not physically present at or near my "originating site," I further understand that if an emergency or life-threatening situation were to arise I may not be able to reach Dr. Yerkes in such circumstances and I, therefore, agree that I will, in such circumstances, call 911 (or my local emergency line) or go to my nearest hospital emergency department. I understand that this is another of the risks involved in telehealth psychotherapy as defined in the Florida Business and Professions Code and that Dr. Yerkes requires me to agree to and sign this document in order to receive telehealth psychotherapy.

I understand that insurance does not always cover telehealth services and I am responsible to pay Dr. Yerkes' fee for service.

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

- (1) I have the right to withhold or withdraw consent at any time without affecting my right to future care or treatment nor risking the loss or withdrawal of any program benefits to which I would otherwise be entitled.
- (2) The laws that protect the confidentiality of my medical information also apply to telehealth. 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, reporting child, elder, and dependent adult abuse; expressed threats of violence towards an ascertainable victim; expressed intention and plan of suicide; and where I make my mental or emotional state an issue in a legal proceeding.

I also understand that the dissemination of any personally identifiable images or information from the telehealth interaction to researchers or other entities shall not occur without my written consent.

- (3) I understand that there are risks and consequences from telehealth including, but not limited to, the possibility, despite reasonable efforts on the part of my psychologist, that: the transmission of my medical information could be disrupted or distorted by technical failures; the transmission of my medical information could be interrupted by unauthorized persons; and/or the electronic storage of my medical information could be accessed by unauthorized persons.

In addition, I understand that telehealth based services and care may not be as complete as face-to-face services. I also understand that if my psychotherapist believes I would be better served by another form of psychotherapeutic services (e.g. face-to-face services) I will be referred to a psychotherapist who can provide such services in my area. Finally, I understand that there are potential risks and benefits associated with any form of psychotherapy, and that despite my efforts and the efforts of my psychotherapist, my condition may not be improve, and in some cases may even get worse.

- (4) I understand that I may benefit from telehealth, but that results cannot be guaranteed or assured.
- (5) I understand that I have a right to access my medical information and copies of medical records in accordance with Florida law.

I have read and understand the information provided above. I have discussed it with Dr. Yerkes, and all of my questions have been answered to my satisfaction.

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Client's Name (printed)

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Client's Signature

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Date