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### **Informed Consent for Teletherapy**

This Informed Consent for Teletherapy contains important information about doing psychotherapy using the phone or the 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 Teletherapy**

Teletherapy refers to providing psychotherapy services remotely using telecommunications technologies, such as video conferencing or telephone. One of the benefits of teletherapy is that the patient and clinician can engage in services without being in the same physical location. This can be helpful in ensuring continuity of care in the infrequent event that the patient or clinician is unable to be physically in the office for the regularly scheduled in-person appointment, as detailed below. To be helpful, however, teletherapy requires technical competence on both our parts. Although there are benefits to teletherapy, there are some differences between in-person psychotherapy and teletherapy, as well as some risks. For example:

- **Risks to confidentiality.** Because teletherapy sessions take place outside of the therapist's private office, there is potential for other people to overhear sessions if you are not in a private place during the session. On my end I will take reasonable steps to ensure your privacy. It is important for you to make sure you find a private place for our session where you will not be interrupted. It is also important for you to protect the privacy of our session on your cell phone or other device. You should participate in teletherapy only while in a room or area where other people are not present and cannot overhear the conversation.
- **Issues related to technology.** There are many ways that technology issues might impact teletherapy. 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.
- **Crisis management and intervention.** Usually, I will not engage in teletherapy with patients who are currently in a crisis situation requiring high levels of support and intervention. Before engaging in teletherapy, we will develop an emergency response plan to address potential crisis situations that may arise during the course of our teletherapy work.

- Efficacy. I believe that the therapeutic relationship relies on a personal connection that is best built and sustained in person. As such, I only offer teletherapy services in the infrequent event that you may need to miss a session due to unexpected necessary travel, transportation issues, inclement weather, or physical/public health concerns, and it is clinically indicated that we keep your regular appointment for continuity of care.

### **Electronic Communications**

We will decide together which kind of teletherapy service to use. You may have to have certain computer or cell phone systems to use teletherapy services. You are solely responsible for any cost to you to obtain any necessary equipment, accessories, or software to take part in teletherapy.

For communication between sessions, I only use email communication and text messaging with your permission and only for administrative purposes unless we have made another agreement. You should be aware that I cannot guarantee the confidentiality of any information communicated by email or text. Therefore, I will not discuss any clinical information by email or text and prefer that you do not either. Also, I do not regularly check my email or texts, nor do I respond immediately, so these methods **should never be used if there is an emergency**.

Treatment is most effective when clinical discussions occur at your regularly scheduled sessions. But if an urgent issue arises, you should feel free to attempt to reach me by phone. I will try to return your call within 24 hours except on weekends and holidays. If you are unable to reach me and feel that you cannot wait for me to return your call, go to the nearest emergency room.

### **Confidentiality**

I have a legal and ethical responsibility to make my best efforts to protect all communications that are a part of our teletherapy. 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 my best to use updated security measures and 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 (for example, only using secure networks for teletherapy sessions and having passwords to protect the device you use for teletherapy).

The extent of confidentiality and the exceptions to confidentiality that I outlined in my Psychotherapist-Patient Services Agreement still apply in teletherapy. Please let me know if you have any questions about exceptions to confidentiality.

### **Appropriateness of Teletherapy**

We will regularly check in regarding the appropriateness of teletherapy as an adjunct to your treatment. I will let you know if I decide that teletherapy is no longer the most appropriate form of adjunct treatment for you. If your circumstances necessitate the use of regular teletherapy and I determine that I am unable to provide such services, we will discuss referrals to another professional in your location who can provide appropriate services.

### **Emergencies and Technology**

Assessing and evaluating threats and other emergencies can be more difficult when conducting teletherapy than in traditional in-person therapy. To address some of these difficulties, I ask you to identify an emergency contact person who is near your location and who I will contact in the event of a crisis or emergency to assist in addressing the situation. In signing this agreement, you are authorizing me to contact your emergency contact person as needed during such a crisis or emergency.

If you are having an emergency that could result in harm to yourself or another person, do not seek a teletherapy consultation. Instead, **please seek care immediately through your local health care practitioner, at the nearest hospital emergency department, or by calling 911.**

If we are holding a session that 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.

### **Technical Difficulties or Failures in Non-Emergency Situations**

If a video or other internet-based session is interrupted and you are not having an emergency, please disconnect from the session and wait two (2) minutes to re-connect via the teletherapy platform on which we agreed to conduct therapy. During those two minutes, in an effort to manage the technological connection fail, I will reload the teletherapy platform and/or restart my computer or device, and I ask that you do the same. If we are unable to reconnect after two (2) minutes, then please call me at 202-495-0635, and we will continue the session via telephone. Because some technological failures are common and to be expected when engaging in teletherapy, I will not be able to prorate the session fee related to such expected momentary disconnections or low-quality video/phone connections. These instances are considered part of the noted limitations of this particular treatment modality.

## Fees

The same fee rates will apply for teletherapy as apply for in-person psychotherapy. However, 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.**

## Records

The teletherapy 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 sessions in accordance with my policies.

## Emergency Contact Information

Please fill in the following information for your file and complete the attached release form for your emergency contact person. This information will only be used in case of emergency unless you agree otherwise. If you have any concerns about doing so, please discuss with me.

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Name of local emergency contact      Phone number

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Name of local hospital                      Phone number

## 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. Your signature below indicates agreement with its terms and conditions.

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Patient name

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Patient signature                              Date

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Therapist signature                              Date

You may e-sign this informed consent form by typing your name between two forward slashes in the patient signature box. e.g. /John J. Doe/

After signing this from, please save it to your computer and email it to me at [robymil@msn.com](mailto:robymil@msn.com)