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## **INFORMED CONSENT FOR TELEHEALTH**

This Informed Consent for Telehealth contains important information focusing on 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 Telehealth**

Telehealth refers to providing psychotherapy services remotely using telecommunications technologies, such as video conferencing or telephone. One of the benefits of telehealth is that the client and clinician can engage in services without being in the same physical location. This can be helpful in ensuring continuity of care if the client or clinician moves to a different location, takes an extended vacation, or is otherwise unable to continue to meet in person. It is also more convenient and takes less time. Telehealth, however, requires technical competence on both our parts to be helpful. Although there are benefits of telehealth, there are some differences between in-person psychotherapy and telehealth, as well as some risks. For example:

Risks to confidentiality. Because telehealth 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. But 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 therapy 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 telehealth. 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 telehealth with clients who are currently in a crisis situation requiring high levels of support and intervention. Before engaging in telehealth, we will develop an emergency response plan to address potential crisis situations that may arise during the course of our telehealth work.

Efficacy. Most research shows telehealth is about as effective as in-person psychotherapy. However, some therapists believe 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 Communications**

I will be using the HIPAA compliant Doxy.me or Google Suite Meet platform. You may need certain computer or cell phone systems to use telehealth services. You are solely responsible for any cost to you to obtain any necessary equipment, accessories, or software to take part in telehealth.

For communication between sessions, I only use HIPAA compliant email communication (jonathan@jonathanbartlett.net), text messaging with your permission and only for administrative purposes. This means email exchanges and text messages with my office should be limited to administrative matters. This includes things like setting and changing appointments, billing matters, and other related issues. You should be aware 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 you do not either.

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 as soon as possible. If you are unable to reach me and have an urgent situation or an emergency, please call 911, or Emergency Psychiatric Services: (408) 885-6100.

### **Confidentiality**

I have a legal and ethical responsibility to make my best efforts to protect all communications that are a part of our telehealth. 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 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 telehealth sessions and having passwords to protect the device you use for telehealth).

From time to time, we may schedule in-person sessions to “check-in” with one another. I will let you know if I decide that telehealth is no longer the most appropriate form of treatment for you. We will discuss options of engaging in in-person counseling or 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 telehealth than in traditional in-person therapy. To address some of these difficulties, we will create an emergency plan before engaging in telehealth services. Later in this consent form, I will ask you to identify an emergency contact person who is near your location for me to contact in the event of a crisis or emergency to assist in addressing the situation. I will ask for your signature allowing me to contact your emergency contact person as needed during such a crisis or emergency.

If the session is interrupted for any reason, like 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 telehealth platform on which we agreed to conduct therapy. If you do not receive a call back within two (2) minutes, then call me on the phone number I provided to you.

If there is a technological failure and we are unable to resume the connection, you will only be charged the prorated amount of session time.

**Fees**

The same fee rates will apply for telehealth as apply for in-person psychotherapy.

**Records**

The telehealth sessions shall not be recorded in any way. I will maintain a record of our session in the same way I maintain records of in-person sessions in accordance with my policies.

**Informed Consent**

This consent is intended as a supplement to the Information and agreement form 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.

I \_\_\_\_\_ hereby consent to engage in telehealth with Jonathan Bartlett MFT #48223, as part of my psychotherapy. I understand “telehealth” includes the practice of health care delivery, diagnosis, consultation, treatment, transfer of mental health data, and education using interactive audio, video, or data communications. I understand telehealth also involves the communication of my medical/mental information, both orally and visually, to health care practitioners located in California or outside of California, in accordance to law.

I understand 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 and mental health information also apply to telehealth. As such, I understand 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 self and/or an ascertainable victim; and where I make my mental or emotional state an issue in a legal proceeding.

**In case of emergency, my location is (address):**

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**My emergency contact person is (name):**

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**My emergency contact person's phone number:**

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- (1) I understand Jonathan Bartlett may contact my emergency person and/or appropriate authorities in case of an emergency.
- (2) I also understand the dissemination of any personally identifiable images or information from the telehealth interaction to other entities shall not occur without my written consent.
- (3) I understand I may benefit from telehealth, but results cannot be guaranteed or assured.

I have read and understand the information provided above.

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CLIENT'S SIGNATURE DATE

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CLIENT'S PRINTED NAME                      CLIENT'S STREET ADDRESS

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CITY/STATE/ZIP CODE                      CLIENT'S PHONE #

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CLIENT'S EMAIL ADDRESS                      SIGNATURE OF Jonathan Bartlett MFT #48223