**Samuel Justin Sinclair, Ph.D. PLLC**

Licensed Clinical Psychologist

400 Boston Post Road, Suite 2E; Sudbury, MA 01776

617-905-9908 / [DrJustinSinclair@gmail.com](mailto:DrJustinSinclair@gmail.com)

www.DrJustinSinclair.com

**INFORMED CONSENT FOR TELEPSYCHOLOGY**

This Informed Consent for Telepsychology 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 Telepsychology**

Telepsychology refers to providing psychotherapy services remotely using telecommunications technologies, such as video conferencing or telephone. One of the benefits of telepsychology 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. Telepsychology, however, requires technical competence on both our parts to be helpful. Although there are benefits of telepsychology, there are some differences between in-person psychotherapy and telepsychology, as well as some risks. For example:

* Risks to confidentiality. Because telepsychology sessions take place outside of the psychologist’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 telepsychology. 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 telepsychology with clients who are currently in a crisis situation requiring high levels of support and intervention. Before engaging in telepsychology, we will develop an emergency response plan to address potential crisis situations that may arise during the course of our telepsychology work.
* Efficacy. Most research shows that telepsychology is about as effective as in-person psychotherapy. However, some therapists believe that 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**

For communication between sessions, I only use email communication with your permission and only for administrative purposes unless we have made another agreement. This means that 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 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 not** 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, contact your family physician or the nearest emergency room and ask for the psychologist or psychiatrist on call. If I will be unavailable for an extended time, I will provide you with the name of a colleague to contact in my absence if necessary.

**Confidentiality**

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

The extent of confidentiality and the exceptions to confidentiality that I outlined in my Informed Consent still apply in telepsychology. Please let me know if you have any questions about exceptions to confidentiality.

**Appropriateness of Telepsychology**

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 telepsychology 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 telepsychology than in traditional in-person therapy. To address some of these difficulties, we will create an emergency plan before engaging in telepsychology services. I will 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. I will ask that you sign a separate authorization form allowing me to contact your emergency contact person as needed during such a crisis or emergency.

If the session 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.

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 telepsychology 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 you (617-905-9908).

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

**Fees**

The same fee rates will apply for telepsychology as apply for in-person psychotherapy. However, insurance or other managed care providers may not cover sessions that are conducted via telecommunication. If you plan to submit claims to your insurance company on your own, please contact them prior to our engaging in telepsychology sessions in order to determine whether these sessions will be covered.

**Records**

The telepsychology 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.

**Telepsychology Platform**

I am choosing to facilitate my therapy via the internet using teleconference technology (Doxy.me). Doxy.me is an encrypted, HIPAA-compliant video conferencing platform. By choosing this option, I understand that:

* Doxy.me is an encrypted, HIPAA-compliant, online communication tool allowing for face-to-face video, voice, or text-based chat dialogue. For more information on how Doxy.me keeps its clients’ information private, please visit and review the information here: https://doxy.me/patients
* I must sign into Doxy.me in order to use the system.
* I should try to be online five minutes prior to session, alone (unless for a family session) in a quiet room, with the door closed. I will enter a virtual “waiting room,” and Dr. Sinclair will connect with me shortly.
* Video therapy sessions should be treated like an in-office session: no outside distractions, turn off cell phones, and close other programs on computer.

I also understand the following limitations of Doxy.me video therapy sessions:

* Any Internet based communication is not 100% guaranteed to be secure/confidential. I have read the privacy and encryption information for Doxy.me. I agree that Samuel Justin Sinclair, PhD, PLLC should not be held responsible if any outside party gains access to Doxy.me’s personal or confidential information by bypassing its security measures.
* Technical problems could occur. If the call is disrupted, the therapist will call back as soon as possible. If reconnection cannot occur, the session will be finished by phone or rescheduled.
* Unless previously discussed, the online therapy sessions are not to exclusively take the place of in-office sessions, but will be used when logistical concerns arise to facilitate continuity of care.
* I understand that telehealth sessions are not necessarily reimbursed by insurance companies, even if I have out-of-network benefits.

Prior to starting video-conferencing services, we discussed and agreed to the following:

* There are potential benefits and risks of video-conferencing (e.g. limits to patient confidentiality) that differ from in-person sessions.
* Confidentiality still applies for telepsychology services, and nobody will record the session without the permission from the others person(s).
* We agree to use the video-conferencing platform selected for our virtual sessions, and the psychologist will explain how to use it.
* You need to use a webcam or smartphone during the session.
* It is important to be in a quiet, private space that is free of distractions (including cell phone or other devices) during the session.
* It is important to use a secure internet connection rather than public/free Wi-Fi.
* It is important to be on time. If you need to cancel or change your tele-appointment, you must notify the psychologist in advance by phone or email.
* We need a back-up plan (e.g., phone number where you can be reached) to restart the session or to reschedule it, in the event of technical problems.
* We need a safety plan that includes at least one emergency contact and the closest ER to your location, in the event of a crisis situation.
* If you are not an adult, we need the permission of your parent or legal guardian (and their contact information) for you to participate in telepsychology sessions.
* You should confirm with your insurance company that the video sessions will be reimbursed; if they are not reimbursed, you are responsible for full payment.
* As your psychologist, I may determine that due to certain circumstances, telepsychology is no longer appropriate and that we should resume our sessions in-person.

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Patient Signature Date