

INFORMED CONSENT FOR TELE-THERAPY

James M. Barry MSW, LCSW

Name: _____ Date of Birth: _____

1. Unless we explicitly agree otherwise, our teletherapy exchange is confidential. Any personal information you choose to share with me will be held in the strictest confidence. Just as for my face-to-face clients, I will not release your information to anyone without your prior approval, or I am required to do so by law.

There are specific and limited exceptions to confidentiality, which include the following:

A: When there is risk of imminent danger to myself or to another person, the clinician is ethically bound to take necessary steps to prevent such danger.

B: When there is suspicion that a child or elder is being sexually or physically abused or is at risk of such abuse, the clinician is legally required to take steps to protect the child, and to inform the proper authorities.

C: When a valid court order is issued for medical records, the clinician and the agency are bound by law to comply with such requests.

2. You understand that our teletherapy occurs in the state of North Carolina, (USA), and is governed by the laws of that state. In a manner of speaking, you use modality to visit me in my North Carolina office, where we meet to do our work.
3. You understand that our teletherapy is neither a universal substitute, nor the same as face-to-face psychotherapy treatment. You accept the distinctions made using teletherapy vs face-to-face psychotherapy. In particular, you accept that teletherapy does not provide emergency services.
4. You are responsible for information security on your computer. If you decide to keep copies of our emails or communication on your computer, it's up to you to keep that information secure. Unfortunately, I cannot guarantee the security of our emails as they travel between our computers. It is possible, though unlikely, to intercept emails in transit. If you are concerned about that possibility, please consider the option to encrypt our emails. Even if someone were to intercept an encrypted email, they would not be able to read the encoded message.
5. Our teletherapy is a means by which you, the e-client, can receive coaching, counseling, information and guidance from a psychotherapist. It is perhaps most accurately perceived as a process creating, over time, a trusting and collaborative relationship. In our collaboration, you retain the right to determine which topics we cover and the depth of consideration each receives. In other words, as an e-client, you are free to contribute or withhold any information you choose. Moreover, you are under no obligation to apply information and/or opinions I contribute to our teletherapy. While I hope that you will find our exchange useful in your efforts to help yourself and improve your life, it is not possible to guarantee that. Despite the ever-increasing positive feedback from e-clients, teletherapy is best considered experimental until its efficacy has been validated scientifically.

Telecommunication: telehealth (e-therapy) is the use of electronic transmissions to treat the needs of a patient. In this case, we offer both video and audio forms of communication via the internet and/or telephone. This means the practice of health care delivery, diagnosis, consultation, treatment, transfer of medical data and education using interactive audio, video or data communications. The risks involved with telehealth include the potential release of private information due to the complexities and abnormalities involved with the internet. Viruses, Trojans, and other involuntary intrusions have the ability to grab and release information you may desire to keep private. Furthermore, there is the risk of being overheard by anyone near you if you do not place yourself in a private area and are open to others intrusions.

I understand that while teletherapy may provide significant health benefits, it may also pose risks. Teletherapy may elicit uncomfortable thoughts and feelings or may lead to the recall of troubling memories.

Client/Patient Signature

Date

Therapist Signature

Date

