**General Information regarding the provision of Telehealth in California**

*This document and “Sample of Informed Consent” are provided solely for information and educational purposes and should not be considered to be legal advice or specific requirements of UC Berkeley School of Social Welfare. For more detailed information about the provision of telehealth please click* [*here*](https://drive.google.com/drive/folders/1KYUzQTuaPfJbnMsq7-ZyhqCmQVKfx3KV?usp=sharing) *and please consult with your agency’s legal counsel.*

**Initiation of Telehealth Services:**

* Inform the client about the use of telehealth for the provision of psychotherapy services
* Obtain from the client verbal or written consent for the use of telehealth as an acceptable mode of delivering psychotherapy services
* Document the consent obtained by the client in the client’s treatment record
* Provide the client with information about their status as an MSW intern and the identity of their Field Instructor/Clinical Supervisor. ( See documentation guidelines below).
* Inform the client of the potential risks and limitations of receiving treatment via telehealth (see Sample Informed Consent below)
  + Provide the client verbally with the information and document it in the client’s  
    treatment record
* **Document Each Telehealth Session**
  + Student and FI will determine how to transmit documentation in a HIPPA compliant manner.
  + Employ practices to ensure the security of the communication medium and client confidentiality.
  + Follow guidelines and protocols for agency documentation.
* Because of the sudden nature of this emergency response, many of our students are not able to verify that the telehealth medium used is secured (transmission of voice and video is encrypted). Therefore interns should consult with their supervisor regarding measures to ensure client’s information remains confidential (e.g. no names, only first or last initial).
* Ensure that phone calls are made in a HIPPA compliant manner:
  + Client information is not stored in personal devices (computers or phones)
* The telehealth medium should not store voice or video data.
* If a personal computer is used, antivirus software and/or firewalls are up to date
* If a personal device is used (e.g. mobile phone), the most recent security update for the device should be installed

**Sample of Informed Consent for teletherapy sessions**

1. I understand that “teletherapy” includes secure video conferencing, emails, telephone conversations, and education using interactive audio, video, or data communications.
2. Unless I explicitly provide agreement otherwise, teletherapy exchanges are strictly confidential. Any information I choose to share with my therapist will be held in the strictest confidence. My private information will not be released unless I am required to do so by law. In California we are required to notify authorities if we become convinced a client is about to physically harm someone, harm themselves, or if they are abusing or about to abuse children, the elderly, or the disabled.
3. I understand that teletherapy services are furnished in the state of California and the services provided are governed by the laws of that state.
4. I understand that I have the right to withdraw or withhold consent from teletherapy services at any time. I also have the right to terminate treatment at any time.
5. While teletherapy will be conducted primarily through secure and private videoconferencing, I understand that there are always some risks with teletherapy services including, but not limited to, the possibility that: the transmission of your medical information could be disrupted or distorted by technical failures; the transmission of your information could be intercepted by unauthorized persons, and/or the electronic storage of your medical information could be accessed by unauthorized persons.
6. I will work with my therapist to identify an alternative communication method (most often phone) in the event that the videoconferencing tool fails.
7. I understand that I may benefit from teletherapy but that results cannot be guaranteed or assured.
8. I understand and accept that teletherapy does not provide emergency services. If I am experiencing an emergency, I understand that the protocol would be {to call 911 or proceed to the nearest hospital emergency room for help. If I am having suicidal thoughts or making plans to harm myself, I may also call the National Suicide Prevention Lifeline at 1- 800-273-TALK (8255) for free 24 hour hotline support.}
9. I will be responsible for the following: (1) providing the computer and/or necessary telecommunications equipment and internet access for your teletherapy sessions, (2) arranging a location with sufficient lighting and privacy that is free from distractions or intrusions for my teletherapy sessions.
10. I agree not to record teletherapy sessions.
11. I agree to be dressed as if I were attending an in-person face to face session.
12. I have the right to access my medical information and copies of my medical records in accordance with HIPAA privacy rules and applicable state law.
13. I understand that services delivered by my therapist are required by law to take place within the state in which my therapist is licensed, with the exception for crisis consultations or sessions. If I am physically located outside of the state in which my therapist is licensed, I will immediately notify my therapist.
14. If we are concerned about you or we lose contact with you, or if you fail to show for a scheduled videoconference, we will contact you by phone to check on your well-being. In addition, if you are showing signs of being in real trouble, we require that we have permission to contact someone to ensure your safety.