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TELEHEALTH AND ELECTRONIC MEDIA POLICY

1. This policy refers to the communication and delivery of services via telecommunications technology. It is not limited to use of the internet and may, for example, involve the use of the telephone for communication or delivery of services (i.e., psychotherapy sessions). Examples of telehealth may include communication or services delivered via telephone, email, chat room, video chat (i.e. Skype or Apple's iChat) or video (i.e. zoom.us, doxy.me, vsee.com...).
2. Although the American Psychological Association (APA) and other mental health associations (American Association for Marriage and Family Therapy, etc.) have recognized telehealth to be an acceptable practice for psychotherapists, there remain many unique challenges associated with its use. While every effort to make electronic communications at least as secure as communications and records in a traditional office environment, there are inherent limitations, given the nature of the media involved. There are certain unavoidable risks to your privacy, when using telehealth. Maintaining confidentiality is a shared responsibility between you and me. I am happy to discuss the precautions I take to ensure the privacy of your information. (Please also refer to my privacy policies, in compliance with the Health Insurance Portability and Accountability Act [HIPAA] and other legal requirements.)
3. Because you have expressed an interest in receiving treatment using telehealth technologies, there are some things you should know. Although a growing body of research suggests telehealth to be an effective form of treatment, it is still considered an experimental form of treatment. We are using this format of providing treatment, because we have agreed that the benefits outweigh the risks (i.e., the benefits of providing treatment in the context of an established therapeutic relationship versus attempting to locate and establish a new treatment relationship with another professional). There are other treatment options, such as in-person psychotherapy, that are well-established by research, and proven to be effective. If you ever feel that your treatment needs are not being met through a telehealth modality, please address this directly with me, so that we may explore your concerns together, and alternate ways of meeting your treatment goals.
4. While communication and service delivery involving electronic technology has numerous advantages (convenience, ease of scheduling, availability when both parties are not local), there are risks to privacy and the limits of confidentiality, when offering services via electronic transmission. Issues such as computer viruses, phishing, identity theft, and difficulty maintaining privacy on the Internet, are examples of significant related concerns.
5. Communication of any personal or time sensitive material via email is strongly discouraged given the limitations involving security and reliability with this media. Communication of concrete information, scheduling for example, is a reasonable use of email. That said, the same risks involving security and

reliability apply. It is best to leave any urgent or time sensitive material via both email and voicemail (on my business number above).

6. At times, technology may malfunction, and you may be uncertain if I received your communication (phone call, email, text message, etc.). I usually respond to routine communications within 24-hours. If you do not hear from me in a timely manner (2 business days maximum), please attempt to contact me again by the same or other means. Your communication with me is private, and can I assure you that only I will hear, read, and/or respond to your communications...unless for some reason I am incapacitated. In that case, a previously chosen associate – almost certainly a therapist, him or herself – will contact you on my behalf.
7. I am licensed to practice psychology in California and in New Mexico. If you live in or are visiting another state, please understand that the law is unclear about whether my license extends to cover work I may do with you in that state. Unless you explicitly request otherwise, this form indicates your agreement that we permit my states’s licensing board to handle any complaints you may have about our work, should the need arise.
8. While I am not an in-network provider for any health insurance companies or third party payers, I am a qualified out-of-network provider, and thus the following comment may apply. If you are planning on seeking reimbursement for services provided using health insurance, please understand that your company may not cover telehealth services; it is your responsibility to determine the policies in this regard for your individual health plan.
9. For any time period in which telehealth services are provided at a distance, it is important that you have a plan established to respond to any emergencies that may arise, since I cannot be present to personally conduct an evaluation. At a minimum, this involves an agreement to consult the closest emergency room to evaluate your condition, should that become necessary to protect you or someone else.

I have read, fully understand, and agree to abide by the policy outlined above. I have received clarification from Adam Eigner-Herrera where necessary.

Printed Name(s)

Signature(s)

Date