

**PATIENT TELEHEALTH CONSENT AND AUTHORIZATION FORM**

**\*\*\*PLEASE READ THE ENTIRE FORM BEFORE SIGNING BELOW\*\*\***

This Informed Consent for Teletherapy contains important information concerning engaging in electronic psychotherapy. Please read this carefully and let us know if you have any questions. This consent applies solely to clients physically within the State of Kentucky. This Informed Consent shall be signed in conjunction with CommonHealth Kentucky.

**Provision of Telehealth Services According to Location**

Due to current board regulations, we are unable to provide telehealth services to you should you be in any other location other than one in the state of Kentucky. If you are on vacation or out of the state for any other reason, it is your responsibility to notify your therapist.

We schedule sessions in the eastern standard time zone (EST). If you are in another time zone, please be aware of the time difference when scheduling.

**Benefits and Risks of Teletherapy**

Teletherapy refers to the remote provision of psychotherapy services using telecommunications technologies such as video conferencing or telephone. One of the benefits of teletherapy is that the client and therapist can engage in services without being in the same physical location. This can be helpful in ensuring continuity of care if the client or therapist is unable to meet in person. It can also increase the convenience and time efficiency of both parties.

Although there are benefits of teletherapy, there are some fundamental differences between in-person psychotherapy and teletherapy, as well as some inherent risks. For example:

**Risks to confidentiality**

Because teletherapy sessions take place outside of the typical office setting, there is potential for third parties to overhear sessions if they are not conducted in a secure environment. We will take responsible steps to ensure the privacy and security of your information, and it is important for you to review your own security measures and ensure that they are adequate to protect information on your end. 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 risks inherent in the use of technology for therapy that are important to understand, such as: potential for technology to fail during a session, potential that transmission of confidential information could be interrupted by unauthorized parties,

or potential for electronically stored information to be accessed by unauthorized parties.

**Crisis management and intervention**

As a general rule, we will not engage in teletherapy with clients who are in a crisis situation. Before engaging in teletherapy, you and your therapist will develop an emergency response plan to address potential crisis situations that may arise during the course of our teletherapy work.

**Efficacy**

While most research has failed to demonstrate that teletherapy is less effective than in person psychotherapy, some mental health professionals believe that something is lost by not being seen in person. For example, there is debate about one's ability when doing remote work to fully process non-verbal information. If you ever have concerns about misunderstandings between us related to our use of technology, please bring up such concerns immediately and we will address the potential misunderstanding together.

**Electronic Communications**

We will discuss which is the most appropriate platform to use for teletherapy services. You may be required to have certain system requirements to access electronic psychotherapy via the method we choose. You are solely responsible for any cost to you to obtain any additional/necessary system requirements, accessories, or software to use electronic psychotherapy.

Telehealth services may be delivered through asynchronous (text or message based, not occurring at the same time) or synchronous (occurring at the same time), according to an agreement between the therapist and client as to which mode of communication is most appropriate.

For communication between sessions, we use email and text messaging only with your permission and only for administrative purposes. That means that email exchanges and text messages with our office should be limited to things like setting and changing appointments, billing concerns, and other related issues. You should be aware that we cannot guarantee confidentiality of any information communication by email or text message. Therefore, we will not include any clinical material by email and prefer that you do not as well.

Treatment is most effective when clinical discussions occur at your regularly scheduled sessions, however if an urgent issue arises, you should feel free to attempt to reach us by phone. We will make every effort to return your call within 24 hours, with the exception of weekends, holidays, and personal time off. If you are unable to reach us and feel that you cannot wait for us to return your call, contact your family physician or the nearest emergency room and ask for the psychologist or psychiatrist on call. If your therapist will be unavailable for

an extended period of time, they will provide you with the name of a colleague to contact, if necessary.

Concerning social media, we will not communicate or engage with any client on any social media platform.

**Confidentiality**

We have a responsibility to make our best efforts to protect all communications, electronic and otherwise, that are a part of our teletherapy. However, the nature of electronic communications technologies is such that we cannot guarantee that our communications will be kept confidential and/or that a third party may not gain access to our communications. Even though we may utilize HIPAA-approved, state of the art encryption methods, firewalls, and back-up systems to help secure our communication, there is a risk that our electronic communications may be compromised, unsecured, and/or accessed by a third party.

The extent of confidentiality and the exceptions to confidentiality that we outlined in the Informed Consent for Services still apply to teletherapy. Please let us know if you have any questions about exceptions to confidentiality.

**Appropriateness of Teletherapy**

If at any time you and your therapist are engaging in teletherapy, your therapist determines, in their sole discretion, that teletherapy is no longer the most appropriate form of treatment for you, they will discuss options of engaging in face-to-face in-person therapy 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 teletherapy than in traditional in-person therapy. In order to address some of these difficulties, your therapist will ask you where you are located at the beginning of each session and will ask that you identify an emergency contact person who is near your location and who they will contact in the event of a crisis or emergency to assist in addressing the situation. They will ask that you sign a separate authorization form allowing them to contact your emergency contact person as needed during such a crisis or emergency.

If the session cuts out, meaning that the technological connection fails, and you are having an emergency, do not call your therapist back, but call 911 or proceed to the nearest emergency room. Call your therapist after you have called or obtained emergency services.

If the session cuts out and you are not having an emergency, disconnect from the session and your therapist will wait two (2) minutes and then re-contact you via the teletherapy platform on which we agreed to conduct therapy. If you do not receive a call back within two (2) minutes, then call your therapist on the phone number they provided you.

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 shall apply for teletherapy as apply for in-person psychotherapy. ?However, insurance or other managed care providers may not cover sessions that are conducted using electronic psychotherapy. If your insurance, HMO, third-party payer, or other managed care provider does not cover electronic psychotherapy sessions, you will be solely responsible for the entire fee of the session. Please contact your insurance company prior to engaging in teletherapy sessions in order to determine whether sessions will be covered.

**Informed Consent**

This agreement is intended as a supplement to the general informed consent that we agreed to at the outset of our clinical work together. Your signature below indicates agreement with its terms and conditions. This agreement is supplemental to my general informed consent and does not amend any of the terms of that agreement. I having been fully informed of the risks and benefits of teletherapy; the security measures in place, which include procedures for emergency situations; the fees associated with teletherapy; the technological requirements needed to engage in teletherapy; and all other information provided in this informed consent, agree to and understand the procedures and policies set forth in this consent.

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*Client Signature*

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*Date*

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*Print Name of Client*

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*Date*

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*Parent/guardian Signature*

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*Date*