

## **Parker Counseling Services**

### **Informed Consent For Electronic Psychotherapy**

This Informed Consent for Electronic Psychotherapy contains important information concerning engaging in electronic psychotherapy or teletherapy. Please read this carefully and let your therapist know if you have any questions. This consent shall only apply to clients and therapists physically within the State of Colorado seeking therapeutic treatment within the State of Colorado. This Informed Consent shall be signed in conjunction with your therapist's Disclosure Statement.

#### **Benefits and Risks of Electronic Psychotherapy**

Electronic psychotherapy, also known as teletherapy, differs from traditional therapy in that the client and therapist do not meet face-to-face in person. One of the benefits of electronic psychotherapy is that the client and therapist can continue therapeutic sessions without being in the same place. This can be convenient if either the client or therapist is out of town, or the client or therapist is unable to attend a scheduled session in person.

Although there are benefits of electronic therapy, there are also significant risks involved. These risks include but are not limited to losing the ability to read physical cues, vocal cues/tones, and facial expressions; an inability to provide immediate emergency services/care; experiencing technical issues that disrupt the counseling session; a risk that the communications may be overheard if the client or therapist does not conduct the session in a secure/confidential place; and there is a risk that the communications may be accessed by unknown third-parties regardless of the security measures in place.

#### **Confidentiality:**

Confidentiality still extends to any communications done through electronic psychotherapy. Although confidentiality extends to communications by text, email, telephone, and/or other electronic means, I cannot guarantee that those communications will be kept

confidential and/or that a third-party may not gain access to our communications.

To maintain confidentiality when engaging in electronic psychotherapy, it is important that all sessions be conducted in a confidential place. This means that you, as the client, agree to participate in therapy only while in a room or area where other people are not present and cannot overhear the conversation. I cannot guarantee that the place you choose to conduct the session is confidential. Do not have sessions in public places such as internet cafes or libraries.

The extent of confidentiality and the exceptions to confidentiality that I listed in my Disclosure Statement still apply in electronic psychotherapy. In general, information disclosed to a mental health professional in the course of a professional psychotherapeutic relationship cannot be disclosed without the client's consent.

Exceptions to this general rule include:

- The disclosure of confidential communications shall not apply to any delinquency or criminal proceedings, except as provided in C.R.S. §13-90-107
- I am required to report child abuse or neglect situations.
- I am required to report the abuse or exploitation of an at-risk elder or the imminent risk of harm or exploitation.
- If I determine that you are a danger to yourself or others, including those identified by their association with a specific location or entity, I am required to disclose such information to the appropriate authorities or to warn the party, location, or entity you have threatened. I may be required to take immediate action to protect you or others from harm.
- If you become gravely disabled, I am required to report this to the appropriate authorities.

- I may also disclose confidential information in the course of supervision or consultation in accordance with my policies and procedures, in the investigation of a complaint or civil suit filed against me, or if I am ordered by a court of competent jurisdiction to disclose such information.

There may be additional exceptions to confidential communications that I will identify to you as the situations arise throughout our professional relationship.

### **In-Person Sessions:**

From time to time, we will schedule in-person sessions to "check-in" with one another. If, at any time, while we are engaging in electronic psychotherapy, I determine, at my sole discretion, that electronic psychotherapy is no longer effective. We will discuss options for returning to face-to-face in-person counseling.

### **Emergencies and Technology**

Unlike in traditional in-person psychotherapy where a therapist may be better able to evaluate the seriousness of a client's threats to harm oneself or others based on a combination of physical, behavioral, and verbal cues, assessing and evaluating risks and other emergencies are more complicated when conducting psychotherapy electronically. Please alert me if you are not in the location as presented on your paperwork.

If the session cuts out, meaning the technological connection fails, and you are having an emergency, **do not call me back**, but call 911, the Colorado Crisis Hotline at 844-493-TALK (8255) go to your nearest emergency room. Call me after you have requested or obtained emergency services.

If the session cuts out and you are not having an emergency, hang up, wait two (2) minutes, and then re-contact via the electronic psychotherapy 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: \_\_\_\_\_.

You are solely responsible for any cost to you to obtain any additional/necessary system requirements, accessories, or software to use electronic psychotherapy.

**Fees:**

The same fee rates shall apply for electronic psychotherapy 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 include electronic psychotherapy sessions, you will be solely responsible for the entire fee of the session.

**Informed Consent:**

I, \_\_\_\_\_ (client name), having been fully informed of the risks and benefits of electronic psychotherapy; the security measures in place, which include procedures for emergency situations; the fees associated with electronic psychotherapy; the technological requirements needed to engage in electronic psychotherapy; and all other information provided in this informed consent, agree to abide by and understand the procedures and policies set forth in this consent; and, voluntarily and not under duress or coercion consent to engaging in electronic psychotherapy with \_\_\_\_\_ (therapist).

Client Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Therapist Signature: \_\_\_\_\_ Date: \_\_\_\_\_