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Teletherapy Informed Consent Form

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 Alex Hinst’s, LPC’s Disclosure Statement.

Teletherapy allows individuals who may not have local access to a mental health professional and/or specialized treatment to receive services via electronic means (e.g., telephone, email, HIPAA compliant face-to-face service via the Internet). Teletherapy may also be used when issues related to scheduling, transportation, child-care and/or mobility arise during the course of treatment.

“Teletherapy” refers to a mode of delivery of mental health services through telecommunications systems, including information, electronic, and communication technologies, to facilitate the assessment, diagnosis, treatment, education, care management, or self-management of a person's mental health care while the person is located at an originating site and the provider is located at a distant site. The term includes synchronous interactions and store-and-forward transfers” (30-1 Teletherapy Policy, p. 11).

This Informed Consent is between:

Client: _____ and Alex Hinst, LPC.

Dates of Face-to-Face In-Person Meeting(s): _____

Goals: _____

Reason(s) Teletherapy is Appropriate for this Client: _____

Benefits and Risks of Electronic Psychotherapy

Electronic psychotherapy, also known as Teletherapy, is different 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.

The laws that protect the confidentiality of your medical information also apply to teletherapy. As such, the information you disclose during the course of therapy is generally confidential. However, there are several exceptions to confidentiality including, but not limited to:

- reporting any suspected incident of child abuse or neglect to law enforcement;
- reporting suspected incidents of at-risk adult or elder abuse, exploitation, mistreatment, and/or self-neglect;
- reporting any threat of imminent physical harm by a client to law enforcement and to the person(s) or place(s) threatened;
- initiating a mental health evaluation of a client who is imminently dangerous to self or to others, or who is gravely disabled, as a result of a mental disorder;
- reporting any suspected threat to national security to federal officials;
- disclosing treatment information when required by Court Order

Teletherapy involves the communication of your medical/ mental health information, both orally and/or visually. The dissemination of any personally identifiable images or information from the teletherapy interaction to any other entities will not occur without your written consent.

By agreeing to participate in teletherapy, you are agreeing to participate in therapy using video or phone conferencing technology. The alternative to teletherapy is in-person therapy. You can request to be directed to in-person therapy services at any point, however, equivalent in-person therapy services might not be available at our organization during the same window of time.

Teletherapy does not provide emergency services. If you are experiencing an emergency situation, you can call 911 or proceed to the nearest hospital emergency room for help. If you are having suicidal thoughts or making plans to harm yourself, you can call the National Suicide Prevention Lifeline at 1.800.273.TALK (8255) for free 24 hour hotline support.

CREATING A CONFIDENTIAL SPACE: It is important that you are involved in creating an appropriate space for your teletherapy session. In order to prepare a confidential space, consider whether others can hear what is said during your session or if others can enter the space during your session. The following are examples of how you might increase the confidentiality of your space:

- Find a space with a locking door and lock it
- Ask others with access to a space to respect your privacy by not entering the room

Commented [PS1]: I think it important that we include this in the information regarding teletherapy despite it also being referenced below.

- Create white noise with a fan or another form of background noise by placing the source of the white noise outside the door of the room
- If available, use headphones so that your counselor/therapist's voice is only audible to you

If you have difficulty finding confidential space, here are some examples that others have used:

- Laundry Room
- Walk-In-Closet
- Basement
- Your car parked in a safe, private spot. **Remember that private does not mean secluded, so please make sure you are in a safe location.

While not ideal, these options may work as a secondary choice if another is not available. If you use a space such this, please make sure that the space is comfortable to you. Being comfortable is also very important.

Method of Electronic Psychotherapy

Based upon the Client's needs and the therapist's assessment of those needs, the following method of electronic psychotherapy has been chosen:

- Telephone Video (Doxy.me) Other: _____

This method of electronic psychotherapy was chosen because: _____

Security Measures

Alex Hinst, LPC uses the following security measures to ensure that the communications are secure:

- State-of-the-art, HIPAA- and HITECH-compliant encryption through Doxy.me.
- Encrypted, password-protected computers & devices.
- Sessions conducted in a private location where others cannot hear me.

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. Even though I may utilize 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.

In order 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. I will ask you at the beginning of each electronic psychotherapy session whether you are in a safe, secure, and confidential place. If you say "yes", I will assume that you are. I will not be able to read/understand any hidden meanings or messages if you only say "yes."

In addition to asking whether you are in a confidential location, I will ask you to verify your identity. After each session we will create a password or phrase that only you and I know. I will ask you to repeat the phrase or password to me at the beginning of each session before we can proceed. If our sessions cut-out and we reestablish a connection, I will ask you to verify your identity and location again. If you cannot remember your phrase or password, please contact me via (phone/email) prior to your scheduled session. I will use a series of preset security questions to verify your identity and provide you with a new phrase or password.

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 abuse or exploitation
- if I determine that you are a danger to yourself or others, including those identifiable 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, and 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, in my sole discretion, that electronic psychotherapy is no longer effective we will discuss options of 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 threats and other emergencies is more difficult when conducting psychotherapy electronically.

As such, I will ask you where you are located at the beginning of each session so that if I am required to contact emergency personnel (police, hospital, fire), I can alert them of your location. We will not proceed with the session until emergency telephone numbers are located. This emergency plan is not to “track” you or keep “tabs” on you, but rather to ensure your safety.

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), or go to your nearest emergency room. *Call me after you have called or obtained emergency services.*

If the session cuts out and you are not having an emergency, hang up and reconnect with the link. I will wait two (2) minutes and then if you have not reconnected please call me on the phone number I provided you (**970-364-0298**).

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.

You may be required to have certain system requirements to access electronic psychotherapy via the method set forth above. You are solely responsible for any cost to you to obtain any additional/necessary system requirements, accessories, or software to use electronic psychotherapy. The specific requirements for the method chosen above are:

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 cover electronic psychotherapy sessions, you will be solely responsible for the entire fee of the session.

Sexual Intimacy:

In a professional relationship (such as psychotherapy), sexual intimacy between a therapist and a client is **never** appropriate. If sexual intimacy occurs it should be reported to DORA at (303) 894-2291, Mental Health Section, 1560 Broadway, Suite 1350, Denver, Colorado 80202; State Board of Licensed Professional Counselor Examiners.

Records:

The electronic psychotherapy sessions shall not be recorded in any way unless agreed to by mutual consent. However, there may be an electronic record stored on Doxy.me. I will maintain a record of our session in the same way I maintain our in-person sessions in accordance with my electronic record storage policy set forth in my Disclosure Statement.

Informed Consent:

I, _____, the client, 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 Alex Hinst, LPC.

I understand that I may revoke this agreement at any time for any reason. Such revocation is not retroactive.

Signature of Client

Date

Alex Hinst, LPC (THERAPIST) SIGNATURE

Date