

## **Morgan Kautz, MA Candidate, Regis University**

People House  
3035 W 25th Ave  
Denver CO 80211  
(720) 443-3117  
morgankautz@peoplehouse.org

### **Informed Consent for Teletherapy**

This Informed Consent for Teletherapy contains important information concerning engaging in electronic psychotherapy or teletherapy. Please read this carefully and let me know if you have any questions. This consent applies only to clients physically within the State of Colorado seeking therapeutic treatment within the State of Colorado. This Informed Consent for Teletherapy shall be signed in conjunction with my Disclosure Statement.

#### **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 moves to a different location, takes an extended vacation, or is otherwise unable to continue 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. Your counselor will take reasonable 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, your counselor will not engage in teletherapy with patients who are in a crisis situation. Before or during engaging in teletherapy, your counselor 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 experienced mental health professionals believe that something is lost by not in the same room. For example, there is a debate about one's ability when doing remote work to fully process non-verbal information.

#### **Electronic Communications**

We will discuss which is the most appropriate platform to use for teletherapy services. I will make my best efforts to comply with the Colorado Department of Regulatory Agency's Teletherapy Policy, and I will provide you with a copy of these guidelines upon request.

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.

For communication between sessions, I will use email communication and text messaging only with your permission and only for administrative purposes unless another agreement has been made. That means that email exchanges and text messages with me should be limited to things like setting and changing appointments, billing matters, and other related issues. You should be aware that the confidentiality of any information communicated by email or text cannot be guaranteed. Therefore, I 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 your counselor by phone. I will make every effort to return your call on the same day you make it, with the exception of weekends and holidays. If you are unable to reach me and feel that you cannot wait for a return call, contact your family physician or the nearest emergency room.

### **Confidentiality**

I have a legal and ethical responsibility to make my best efforts to protect all communications, electric and otherwise, that are a part of teletherapy. However, the nature of electronic communications technologies is such that we cannot guarantee that communications will be kept confidential and/or that a third party may not gain access to our communications. Even though we 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.

The extent of confidentiality and the exceptions to confidentiality that are outlined in the Mandatory Disclosures and Informed Consent still apply in teletherapy. Please let me know if you have any questions about exceptions to confidentiality.

### **Appropriateness of Teletherapy**

If at any time while engaging in teletherapy I determine that teletherapy is no longer the most appropriate form of treatment for you, I will discuss options of engaging in face-to-face in-person counseling 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. Teletherapy does not provide emergency services. As always, if you are experiencing an emergency situation, you can call 911 or go to your nearest emergency room. If you are having suicidal thoughts or making plans to harm yourself, you can call the Colorado Crisis Hotline at 844-493-TALK (8255) or the National Suicide Prevention Lifeline at 1-800-TALK (8255) for free 24-hour hotline support.

If the session cuts out, meaning the technological connection fails, and you are having an emergency do not call your counselor back, but call 911, Call your counselor 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 counselor 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 counselor 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. 3

**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, \_\_\_\_\_, the client, 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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Signature of Client

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Date

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Signature of Therapist

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Date