

TELETHERAPY DISCLOSURE AND CLIENT RIGHTS STATEMENT

Danielle Theriault, MA, LMFTC
Moonstone Counseling, LLC
950 S. Cherry St. Ste. 922
p. 720-500-2099

“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.

With respect to teletherapy, **you have the right to withhold or withdraw** your consent to the use of teletherapy during the course of your care at any time, without affecting your right to future care or treatment.

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.

RISKS AND CONSEQUENCES OF TELETHERAPY: There are risks and consequences of participating in teletherapy. These include but are not limited to the possibility that, despite reasonable efforts to ensure high encryption and secure technology on the part of your counselor/therapist, services may be disrupted or distorted by technical failures; the transmission of your medical information could be interrupted by unauthorized persons; and/or the electronic storage of your medical information could be accessed by unauthorized persons. Teletherapy sessions may not be as complete as face-to-face services. If you or your counselor/therapist believe you would be better served by another form of services (e.g. face-to-face services), your counselor/therapist will provide referral to another counselor/therapist who can provide such services in your area. Furthermore, there are potential risks associated with any form of therapy. Despite your efforts and the efforts of your counselor/therapists, your

concerns may not improve, and in some cases may even get worse. The benefits from teletherapy cannot be guaranteed or assured.

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
- 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.

COMMUNICATION PLAN:

It is important that you and your counselor/therapist have a back-up plan for communicating in case of technology failures as well as a plan for responding to emergencies and mental health crisis. Remember that the confidentiality of communication through video or phone conferencing technology, phone, or email cannot be assured. Please complete the section below and initial by each statement to show that you agree with each part of the communication plan.

<i>COMMUNICATION PLAN</i>	<i>INITIAL BELOW</i>
• Our primary mode of delivery for teletherapy sessions will be: <u>Simple Practice</u>	_____
• I agree to receive Simple Practice links sent through email at these addresses: nathanc303@gmail.com , j.gusta0513@gmail.com	_____

- If we are disconnected from Simple Practice, I understand that I can try once more to enter my therapist’s waiting room at the link provided in the email reminder. _____
- If we cannot reconnect using Simple Practice for the teletherapy session after 5 minutes, I will await a call from my therapist for further instructions. _____
- If I find that during or immediately following a session that I need emergency mental health services, I will call 911 OR the 24-hour National Crisis Hotline at 1-800-273-TALK OR I will go to my nearest hospital emergency room. _____

FEE AND PAYMENT POLICY:

\$150.00 per 50-minute Individual Sessions
 \$225.00 per 80-minute Relational Sessions

Fees are due at time of service. I accept Visa/Mastercard/AmEx and HSA (I use IvyPay to store and process payments).

CANCELLATION POLICY:

I understand that should I cancel within 24-hours of my appointment or fail to show up for my scheduled appointment without notice (“no-show”), excluding emergency situations, my therapist will charge my credit card on file, or my account, for the full amount of my session.

I/We acknowledge that I/we have read and received a copy of this information. I/we understand my/our rights as a client. By typing your name below and initialing above I am stating that my electronic signature is to be considered as an actual signature.

 Client (*print name*)

 Client Signature

 Client (*print name*)

 Client Signature

 Date

Danielle Theriault, MA, LMFTC
 Therapist (*print name*)



 Therapist Signature