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INFORMED CONSENT FOR PSYCHOTHERAPY/TELETHERAPY

**indicates a required field*

Please review this document in its entirety. It explains what therapy is and how it is conducted by Evergreen Clinical Associates therapists and Shawn E. Conn, MSW, LCSW. If you have any questions pertaining to anything you read here, please bring to my attention.

GENERAL INFORMATION

The therapeutic relationship is unique in that it is highly personal and at the same time, a contractual business agreement. The relationship is based on your willingness to disclose your most personally guarded secrets to someone you have not known for very long. Given this, it is important for us to reach a clear understanding of how our relationship will work and what each of us can expect out of the therapeutic relationship. This consent will provide a clear framework for our work together. Feel free to discuss any of this with me. Please read and indicate that you have reviewed this information and agree to it by filling in the checkbox at the end of this document.

☐ **I have read and understand the content of the section “General Information.”**

☐ **I consent to sharing the information provided here.**

THE THERAPEUTIC PROCESS

Psychotherapy is the use of psychological methods, particularly when based on regular personal interaction or conversation, to help a person change behavior and overcome problems in a desired way. Psychotherapy aims to improve an individual's well-being and mental health, to resolve or mitigate troublesome behaviors, beliefs, compulsions, thoughts, or emotions, and to improve relationships and social skills. It is my intention to provide services that will assist you in reaching your goals. Based upon the information that you provide me and the specifics of your situation, I will provide recommendations or observations to you regarding your treatment. I believe that we are partners in the therapeutic process. You have the right to agree or disagree with my beliefs, opinions, or recommendations. I will also periodically provide feedback to you regarding your progress and will invite your participation in the discussion. When entering into therapy you should be aware of these possible outcomes:

- During evaluation or throughout the therapy process, recalling or talking about unpleasant events, feelings, or thoughts can result in experiencing discomfort or strong feelings, or experiencing anxiety, depression, insomnia, etc. You may not necessarily walk out of a session feeling as good as or better than when you came in.
- Some of your assumptions or perceptions may be challenged, or proposals of different ways of looking at, thinking about, or handling situations may be offered, and these may cause you to feel very upset or challenged.
- Attempting to resolve issues that brought you to therapy in the place, such as personal or interpersonal relationships or the dynamics therein, may result in changes that were not originally intended.
- Psychotherapy may result in decisions about changing behaviors, employment, substance use, schooling, housing, or relationships. Change may sometimes be easy and swift but, more often, it will be slow and even frustrating. Therapist offers no “quick fixes” and sometimes one will feel worse before feeling better. For every person it is different.

*****The goal of therapy is to achieve a positive outcome (i.e. improvement in your life situation), however, there is no guarantee that intended results will be attained. *****

Knowing this, you can choose to undergo psychotherapy, or not. Ask yourself, “Why am I here? How will therapy help me?” It is best to identify how therapy will serve you before you start the therapeutic process, than to try to figure it out as you go. This can be achieved by asking questions. Remember, you can choose to leave therapy any time. You don't even need a reason. If you choose to leave, will your life situation remain as it is now? Do you want it to stay that way? If not, then talk therapy may be a solution for you, but not the only one. You are the only person who gets to decide whether therapy is the best solution for you.

- ☐ **have read and understand the content of the section “The Therapeutic Process.”**
- ☐ **consent to sharing the information provided here.**

CONFIDENTIALITY

The session content and all relevant materials to the client's treatment will be held confidential unless the client requests in writing to have all or portions of such content released to a specifically named person or persons. However, there are circumstances in which (the least amount possible of) confidential information may be disclosed:

- As a licensed therapist, I am a mandated reporter for the state of Kentucky. If I have reasonable suspicion of abuse of a child under 18, an elder 65 or older, or

a dependent & vulnerable adult, I am legally required to report my suspicion to the appropriate designated agency.

- If a client threatens or attempts to commit suicide or otherwise conducts him/herself in a manner in which there is a risk of incurring serious bodily harm, I have a responsibility to make a good-faith effort to protect the life of the client.
- If a client makes a serious threat of bodily harm or death to another person or threatens to damage their property, I have a responsibility to protect the intended victim(s).
- If a court of law issues a legitimate order for information stated on a court order, I am obligated to meet the requirements of that order.
- If I need to consult with other professionals in their areas of expertise in order to provide the best treatment for you, then I may share information in this context, however, without disclosure of personally identifying information.
- In a medical emergency (for example, you pass out in my office and I must call 911), I may provide the minimum necessary confidential information to the responder so that you may receive treatment.

CONFIDENTIALITY WITH MINORS

Communications between therapists and patients who are minors is treated with the same confidentiality as adult clients with some differences. Parents/Guardians who provide authorization for their children's treatment are often involved in their treatment. The Parent/Guardian of any minor has the right at any time to request a copy of their child's record.

*****At any time during a records request, by law, a therapist may choose to omit or redact client notes if he or she feels that these notes would be harmful in any way to the client*****

If you have any questions about the preceding sections, I invite you to discuss them with me.

☐ I have read and understand the content of the sections “Confidentiality” and “Confidentiality with Minors”.

☐ I consent to sharing the information provided here.

TELEHEALTH (VIDEO SESSIONS)

I offer therapy in the form of video sessions (“teletherapy” or “telehealth”). I work to make every reasonable effort that this form of therapy is HIPAA compliant and as secure as possible.

Although you may benefit from teletherapy sessions, there is no guarantee that they will yield positive or intended outcomes, or results similar to in-office sessions. However, studies have shown that teletherapy is an effective form of therapy for many people. For this reason, when weather permits, I also offer “Walk And Talk” therapy and am working to establish a physical office, to provide comprehensive services.

There are risks and consequences from using telehealth. Sessions may be interrupted or the transmission may be distorted as a result of technical failures. These failures can impact sessions and cause frustrations for clients, which may impede the progress of a session.

Telehealth sessions can be somewhat limited. With telehealth, it can be difficult and sometimes, impossible, to see or discern non-verbal communication or indicators or sensory observations that I am able to detect in person.

Video sessions ARE NOT recorded and stored. The session is documented in a progress note.

All of the same laws regarding confidentiality that apply to in-person in-office sessions, apply to teletherapy/telehealth sessions.

All of the same limitations that apply to in-person in-office sessions (mandated reporting, threats of self-harm, suicide, etc) also apply to telehealth/teletherapy sessions.

- ☐ **I have read and understand the content of the section “Telehealth (Video Sessions)”**
- ☐ **I consent to sharing the information provided here.**

COURT PROCEEDINGS

It is important that you understand our relationship, although one of a helping nature, has certain limitations. One of these limitations is that I will **not** testify for or against you in divorce, custody, injury, or other lawsuits that may result in the disclosure of your records.

Furthermore, if I ever receive a subpoena from a lawyer I will make every effort to contact you to let you know that the subpoena was sent. However, it is my policy, that I will deny these subpoenas unless they are from YOUR lawyer, with YOUR permission, and you have provided me permission to release them to your lawyer. In the case of a judge or court order, I CANNOT refuse and must release your records as soon as possible. In these cases, I will make every reasonable effort to contact you as soon as possible, unless I am ordered by the court to act otherwise.

- ☐ **have read and understand the content of the section “Court Proceedings.”**
- ☐ **consent to sharing the information provided here.**

TERMINATION OF TREATMENT

Should you fail to schedule an appointment for three consecutive weeks, unless other arrangements have been made in advance, for legal and ethical reasons, I must consider the professional relationship discontinued.

Should you fail to appear for two consecutive appointments, unless other arrangements have been made in advance, I will consider the professional relationship discontinued. To reinstate, please call and schedule an appointment.

Ending relationships can be difficult. Therefore, it is important to have a termination process in order to achieve some closure. The appropriate length of the termination depends on the length and intensity of the treatment. As long as it is safe for both of us, I will make an effort to discuss terminating therapy with you. Optimally, we mutually agree to end therapy. For the most part, you can decide when you want to terminate. You can end therapy at any time and you don't even need a reason. At the same time, the decision to end therapy can also be mine. If in the course of treatment I determine that our continuing therapy may not be good either one or both of us, I have an ethical responsibility to let you know, work with you to find an appropriate referral, and end therapy. Should this course of action need to happen, it will take place after consultation with other professionals and careful consideration, but all of this can occur outside of

your knowledge.

- ☐ **have read and understand the contents of the section “Termination of Treatment.”**
- ☐ **consent to sharing the information provided here.**

OTHER IMPORTANT CONSIDERATIONS

Q: Can we be Facebook friends, Twitter co-followers, or share on social media platforms?

A: No. Sharing out social media profiles blurs the boundary between our respective privacies and creates a risk for dual relationship. Remember, our working relationship, although we discuss very sensitive and deeply personal information, is still a professional one. Even though it may feel like we are friends, we are not.

Q: Can we end therapy and just be friends or start dating?

A: No. Once I begin to work with one, which starts at the first phone call, you are my client. Per my licensing ethics: once a client, always a client.

Q: How long will therapy take to complete?

A: The short answer is “It depends.” Throughout our time working together, we will conduct assessments to gauge whether therapy is beneficial for you. Your feedback and input is critical here. My goal is to provide the most effective service I can for you. But, due to varying nature and severity of each person's needs, I cannot give you an estimated time frame.

Q: What is my diagnosis?

A: You're welcome to ask me this during any session and we will discuss how it was made. Please understand that meeting criteria for a diagnosis is not who you are. A diagnosis is simply something clinicians (professional who do what I do) use to communicate a broad set of symptoms or behaviors observed across a large population of people who share certain characteristics. If I ever need to bill your insurance, they will require this to pay me.

Q: Can my health insurance plan terminate my therapy?

A: No. And, even if they did, I would meet with you to figure out a solution that worked for you, to keep seeing you in the meantime until we were able to get them back on board. The ability to pay does not preclude me providing you services.

Q: What happens if I see you at the store or in public?

A: If we see each other in public, I will not acknowledge you first. Your rights to privacy and confidentiality is important to me and I will not jeopardize it. However, if you choose to acknowledge me first, I will be more than happy to speak briefly with you but, please understand, it will likely not be a lengthy discussion.

- ☐ **have read and understand the content of the section “Other Important Considerations”**
- ☐ **consent to sharing the information provided here.**

ABOUT THE THERAPIST

Shawn Conn, MSW, LCSW is an independently licensed clinical social worker in the state of Kentucky by the Kentucky Board of Social Work. He has worked for years as a trauma informed therapist for children and adolescents using Trauma-Focused Cognitive Behavioral Therapy and is trained in Eye Movement Desensitization and Reprocessing. Shawn has worked in inpatient psychiatric settings, outpatient settings, with veterans, and children in foster care. He is a Trauma Informed Care Trainer and works to train new foster parent in trauma informed care.

Shawn began his private practice with the belief that every person deserves access to high quality, trauma-informed therapy services that they can afford and that trauma is often the basis upon which substance use and many other mood and behavioral disorders are formed.

- ☐ **have read and understand the contents of the section “About The Therapist”.**
- ☐ **consent to sharing the information provided here.**

Client Signature

Date

Printed Name

Other Signature

Date

Relationship