



Teletherapy Consent Agreement

In some cases, face to face therapy sessions may not be necessary or available. In those situations, another way of helping clients is through the use of teletherapy. Such cases may include the need to care for sick family members, lack of transportation, or contagious illness, or illness prevention.

Upon the establishment of a therapeutic relationship with FREESTATE BEHAVIORAL HEALTH ASSOCIATES OR ITS CONTRACTORS (FREESTATE), clients may also have the option of utilizing interactive video-conferencing therapy sessions in lieu of, or in addition to, "in-person" sessions, called teletherapy.

Your therapist will discuss with you the advantages of teletherapy along with any potential risks to determine if teletherapy may be an option for you. If teletherapy is deemed to be a viable option, they will discuss the specifics of it with you before using the technology.

As teletherapy is still a relatively new tool, and since this may be different than the in-person psychotherapy you may be familiar with, all clients are asked to read and sign this Teletherapy Consent Agreement before they may commence the use of teletherapy with FREESTATE. We ask that you please understand the following disclosures and information before proceeding with teletherapy services through FREESTATE:

1. General Disclosures.

- a. Teletherapy involves real-time interactive audio and visual technology used by both you and your therapist, enabling psychotherapy to be provided to you remotely, while you and your therapist are in different physical locations.
- b. All FREESTATE therapists utilize a telehealth system that meets HIPAA standards of encryption and privacy protection; however, as with the use of any digital medium, FREESTATE cannot absolutely guarantee your confidentiality or privacy,
- c. Current Maryland regulations only allow a teletherapy session to be conducted in the state in which the therapist is licensed and/or the client is located. For you, as a FREESTATE client, this means that teletherapy may be conducted within the physical, geographic boundaries of Maryland at this time.

2. Risk Disclosures.

- a. As teletherapy utilizes audio-video communication technology streamed through the internet, there is always the risk of the teletherapy session being cut off or delayed due to internet connection issues, technology issues, and potentially, a breach of information, beyond what FREESTATE can control.

- b. Clinically speaking, some clients may find some at least initial discomfort with the virtual nature of the telehealth sessions versus the in-person sessions you may be used to. In addition, there can sometimes be difficulty with expressing and interpreting nonverbal cues.
- c. Most importantly, because teletherapy is being conducted remotely by your therapist, there is potentially limited access to immediate resources if there is a psychiatric crisis arises in which you are at risk of self-harm or harm to other people. In-office psychotherapy sessions offer the opportunity and ability of your therapist to get you help immediately in a crisis situation.

3. Use of Teletherapy: Client Rights and Responsibilities.

- a. You have the right to withhold or withdraw consent for teletherapy at any time without affecting the right to future psychotherapy with FREESTATE;
- b. HIPAA and the other federal and Maryland laws that protect the confidentiality of your personal health information also apply to teletherapy. As such, the information disclosed during the course of teletherapy is generally confidential. Please note, though, that there are both mandatory and permissive exceptions to confidentiality, which are discussed in detail in the Client Intake documents you signed;
- c. You are responsible for providing the necessary technology (e.g. computer with camera and microphone, tablet, smartphone) and internet access needed for teletherapy sessions. By signing this form below, you also acknowledge your awareness that transmission of personal information could be disrupted or distorted by technical failures;
- d. Just as with an in-person psychotherapy appointment, your therapist has the same obligation to provide you teletherapy in a confidential setting and in a professional manner; however, it is your responsibility to arrange a setting that will maintain confidentiality on your end during all sessions;
- e. When participating in teletherapy sessions, your location should have sufficient lighting and privacy that is free from distractions and intrusions and is conducive and appropriate to you receiving therapy;
- f. You agree to dress appropriately for the interaction, the same as you would dress for an actual in-person appointment with your therapist;
- g. You agree to refrain from engaging in any use of drugs or alcohol during the session, the same as you would for an in-person therapy session.
- h. In light of the fact that the therapy session is being provided remotely, you understand and agree to FREESTATE therapists contacting emergency responders or legal authorities if ever necessary, in case of a psychiatric or medical emergency.

- i. You agree that, if you believe there is a risk of imminent harm to yourself or another person, you will seek care immediately through your own local health care provider or at the nearest hospital emergency department or by calling 911.

I have read the terms and provisions this *Teletherapy Consent Agreement* as outlined above. By signing below, I acknowledge I have received a copy of this Agreement and understand and agree to abide by its terms:

Printed Name of Client

Signature of Client

Date