

Teletherapy Informed Consent Agreement

Conscious Intention Therapy, LLC

info@mycitherapy.com

All clients participating in Teletherapy appointments must be physically located in the state of Maryland (unless the client is traveling to another state where their clinician also maintains licensure) at the time of the appointment. Failure to be in the state will result in the discontinuation of the appointment and the client will be charged the full session rate. Future appointments will be postponed/canceled until the client confirms they have returned to the state of Maryland.

Teletherapy Informed Consent Agreement

Upon establishing a therapeutic relationship with Conscious Intention Therapy, LLC all clients shall have the option of utilizing Teletherapy. Your Therapist shall discuss with you the advantages of Teletherapy along with any potential risks to determine if Teletherapy may be an option for you. If deemed to be a viable option, your Therapist will discuss the specifics of Teletherapy with you before initiating Teletherapy services with you.

What is Teletherapy? Teletherapy uses technology-assisted communication platforms to provide therapy remotely to clients ("Teletherapy"). Conscious Intention Therapy, LLC conducts Teletherapy with its clients via HIPAA compliant interactive video-conferencing technology instead of or in addition to the standard face-to-face sessions' to which clients may be typically accustomed.

While Teletherapy offers significant potential benefits to our clients, there is specific information and potential issues unique to Teletherapy that you should be aware of and consider in your decision to engage in Teletherapy.

We, therefore, ask you please review this *Teletherapy Informed Consent Agreement* (the "Teletherapy Informed Consent") and make sure you understand and consent to the terms and provisions contained below before proceeding with Teletherapy services with Lotus Embodied Counseling:

General Disclosures.

1. Teletherapy involves real-time interactive audio and visual technology that allow secure electronic communication and

information exchange between you and your Therapist while you both are located in different physical locations;

2. Clients of Conscious Intention Therapy shall utilize a Teletherapy platform that meets or exceeds HIPAA compliance standards. Your Therapist will arrange with you before the start of Teletherapy what platform to use and how to use it (if needed);

Limitations of Teletherapy and Risk Disclosures.

1. Disruption of Services. As Teletherapy utilizes audio-visual 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 (see *Disruption of Services* below);
2. Potential for Breach. Due to Teletherapy being provided through the internet, there always remains a potential risk of your session, as well as any communication or information, exchanged during the session being accessed by an unauthorized party or of some other type of breach beyond what your Therapist can control, and despite reasonable efforts made to avoid this by you and your Therapist.
3. Virtual Nature of Teletherapy. Clinically speaking, some clients initially find some discomfort with the virtual nature of Teletherapy versus face-to-face sessions. In addition, there can sometimes be some difficulty with both the Therapist and the client expressing and interpreting nonverbal cues.
4. Client Emergencies. You understand and accept that Teletherapy does not and cannot provide emergency services to you in the event of an emergency.

Unlike during in-office therapy sessions, which offer the opportunity and ability to get you to help immediately in an emergency or crisis, the remote nature of Teletherapy means there is potentially limited access to immediate resources if you suffer a medical or psychiatric crisis. For this reason, it is important that you review the provisions contained below under *Teletherapy Emergency Plan* and provide Conscious Intention Therapy with an emergency contact that your Therapist or we are authorized to contact in the event of an emergency.

Client Rights and Responsibilities.

1. Right to Withdraw Consent. At all times, you shall have the right to terminate this *Teletherapy Informed Consent* and withdraw or withhold your further consent to Teletherapy without affecting the therapeutic

relationship with Lotus Embodied Counseling or your ability to receive in-person psychotherapy services;

2. Client Technology. You are responsible for providing the necessary computer, telecommunications equipment (including camera and microphone), and internet access that may be needed for your Teletherapy sessions with your Therapist;
3. Secure Environment. It is your responsibility to ensure you have a quiet location conducive to maintaining the confidentiality and privacy of the therapy session, has sufficient lighting and privacy, and is free from distractions or intrusions. You agree to refrain from holding the Teletherapy session with your Therapist in a public location or using public Wi-Fi, such as a library, coffee shop, or other similar location;
4. Appropriate Dress. It is your responsibility to dress appropriately for your Teletherapy session; you should dress as you would for an actual in-office therapy session;
5. No Alcohol or Drug Use. You agree to refrain from engaging in any use of any recreational drugs, including cannabis or alcohol, before and during your session (the same as you might for an in-person therapy session);
6. Attendance. As with in-person therapy sessions conducted in our office(s), it is your responsibility to be ready for your Teletherapy session at the scheduled time of your appointment and to provide the required notice to Conscious Intention Therapy and your Therapist in situations where you must cancel or reschedule your session, or if you are going to be late to your Teletherapy session.

Please note: *Lateness, no-shows, or cancellations made less than twenty-four hours in advance are subject to fees as detailed in your Client Intake Paperwork that you filled out when you initially started with Conscious Intention Therapy**.*

7. Communication Policy. As with in-person therapy, your relationship with your Therapist remains a professional and therapeutic relationship, regardless of the use of Teletherapy. Please do not send texts or e-mails related to your treatment or therapy sessions with Conscious Intention Therapy or your Therapist as electronic communications are not completely secure and confidential.

Any treatment-related questions or issues should be dealt with by calling your Therapist at PHONE NUMBER or during your next Teletherapy session with them.

Please Note: Any e-mails or texts received from you and any responses sent may become part of your official treatment record.

8. Social Media Policy. As licensed practitioners, Conscious Intention Therapy's Therapists have specific obligations related to clients' confidentiality and privacy and maintaining professional boundaries. Please respect your Therapist's privacy, and help protect your confidentiality and privacy by not taking any pictures or recording anything during your Teletherapy sessions. We also ask you to please not post anything on any social media site pertaining to your Teletherapy, including posts, pictures, or videos.

Additionally, we ask you to refrain from using social media or browsing the internet during your Teletherapy session; it can be distracting and prevent you from getting the most out of your Teletherapy session.

9. Payment. It is your responsibility to pay for your Teletherapy sessions, whether by self-pay or through the use of insurance, just as if you were attending an in-person therapy session in our office(s).

Session Length.

The length of Teletherapy sessions will be the same as having an in-person therapy session; a typical therapy session is typically fifty-three (53) minutes.

Teletherapy Fees.

Unless otherwise indicated here in the Teletherapy Informed Consent, the fees for Teletherapy shall be the same as for in-person therapy sessions.

Client Records.

Unless otherwise indicated here in the Teletherapy Informed Consent, records of your therapy sessions shall be maintained in a client record just as if it was an in-person therapy session. If you need a copy of your client record, please contact Conscious Intention Therapy at PHONE NUMBER.

Disruptions to the Teletherapy Session

1. Disruption of Session. If your Teletherapy session is disrupted or disconnected during the course of the session, your Therapist will attempt to contact you as quickly as possible through the same means of Teletherapy you were using at the time of disruption. If they cannot connect with you, she will attempt to call you at the phone number we have on file. If they still cannot reach you, or the session is discontinued, she will leave a message.

Please note: *In the event of a disruption, you will still be charged the full*

fee for your session, regardless of whether it was not finished.

2. **Emergency.** In the event there is a disruption in your session and you suffer a medical or mental health emergency, or if you believe you are at risk of self-harm or pose a danger to others, or are considering or making suicidal plans, please call 911 immediately. You may also contact Maryland's Suicide Helpline 24/7 by calling 211 or texting your zip code to 898-211. You can also call the National Suicide Prevention Lifeline at 1-800-273-8255 for free 24-hour hotline support.

Confidentiality.

1. **Duty to Confidentiality.** Unless you and your Therapist explicitly agree in writing, all information shared during a Teletherapy session is strictly confidential. Any information you choose to share with your Therapist will be held in the strictest confidence. Conscious Intention Therapy shall not release your information to any third-party individual or entity without your explicit, written, prior authorization unless required to do so by law.

Conscious Intention Therapy will only use teletherapy technologies deemed sufficiently confidential and secure according to HIPAA. While Conscious Intention Therapy can maintain generally accepted standards for confidentiality and technological security, it remains your responsibility to maintain confidentiality and technological security from your location as well.

Although the best efforts will be made to protect your privacy and confidentiality, you need to remember that Teletherapy is conducted over a digital connection. Thus, Conscious Intention Therapy cannot guarantee your confidentiality or privacy due to acts beyond its control, as detailed above.

2. **Mandated Reporting.** Clients are asked to be aware that Conscious Intention Therapy's Therapists are mandated to break confidentiality and report in certain situations as licensed practitioners. Possible exceptions to confidentiality include but are not limited to the following:

3. **Abuse/Neglect:** Child abuse or neglect or abuse/abuse of the elderly or disabled;

4. **Duty to Protect:** Thoughts, plan, or intent to harm self or others (i.e., suicidal or homicidal); 5. **Court orders:** Orders signed or issued by a judge/court;

6. **Lawsuit:** A negligence suit brought by the client against the Therapist or the filing of a complaint with a licensing board or

other state or federal regulatory authority;

7. *Regulatory Obligations:* Regulatory authorities in connection with their compliance or investigatory responsibilities;
8. *Supervision Review:* Access by a Supervising Clinician if a Therapist is under supervision with a supervising Clinician.
9. *Privacy Policy.* If you should like to see Conscious Intention Therapy's Privacy Policy, please consult the Intake Paperwork you completed before commencing your therapeutic relationship with Conscious Intention Therapy. You may also contact your Therapist at PHONE NUMBER for more information.

Client Emergency Plan.

In the event of a medical or psychiatric emergency, it is important that you and your Therapist have an established plan for what to do. By consenting to this Teletherapy Informed Consent, you agree to the following Emergency Plan while utilizing Teletherapy for your therapy needs:

1. *Client Contacting Emergency Services.*

*If you are experiencing a medical or psychiatric emergency or having suicidal thoughts, or considering or making plans to harm yourself or any other person otherwise, you should contact 911 immediately or proceed to the nearest hospital emergency room for help**. ***

You may also contact Maryland's Suicide Helpline 24/7 by calling 211 or texting your zip code to 898-211. You can also the National Suicide Prevention Lifeline at 1-800-273-TALK (8255) for free 24-hour hotline support.

Please Note: Conscious Intention Therapy therapists are not available after hours. If you need to reach Conscious Intention Therapy for non-emergency purposes, please call our office at **NUMBER HERE** and leave a message with your name, number, and why you are calling. Your call will be returned as soon as possible.

2. *Therapist Contacting Emergency Services.* If your Therapist reasonably believes you are suffering from either of the following situations during a Teletherapy session, you authorize your Therapist to contact any/all necessary medical or law enforcement personnel, including calling 911:
3. *A Medical Emergency:* You become either (1) unable to respond to the Therapist due to incapacitation or unconsciousness or (2) are unable to seek out medical treatment on your own;
4. *Psychiatric Emergency:* Your Therapist reasonably believes you are (1) at

risk of self-harm or pose a danger to yourself or others, or (2) unable or unwilling to seek psychiatric help on your own. *Please note that your Therapist has a mandated legal and ethical duty to seek emergency assistance in this situation.*

5. Emergency Contact. You additionally agree to provide an emergency contact below (the "Emergency Contact") in the event of a medical or psychological emergency. The Emergency Contact shall be individual(s) you have authorized in advance that your Therapist may contact (in addition to medical and legal personnel when necessary) to assist, if necessary.

****Please Note: *****Conscious Intention Therapy strongly encourages its clients to consider completing a Medical Power of Attorney as well as a Mental Health Power of Attorney, which will grant authorized individuals they know (such as a spouse, partner, parent, sibling, child) to step in and act on their behalf if the client becomes incapacitated or is otherwise unable to make medical and psychiatric decisions on your behalf.*

Emergency Contacts.

I, _____, authorize and permit my Therapist and/or Conscious Intention Therapy to contact the below named person(s) in the event of a psychiatric and/or other medical emergency:

Primary Contact:

Name of Emergency Contact

Email

Cell Phone Number

Alternate Phone Number (*if known*)

Alternate Contact (*if possible*)*:

Name of Emergency Contact

Email

Cell Phone Number

Alternate Phone Number (*if known*)

I have read the terms and provisions of 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

If the client is under the age of 16, a parent/guardian is also required to sign their approval, which is below:

Printed Name of Parent/Guardian

Signature of Parent/Guardian

Date