

## WKU Talley Family Counseling Center

### Teletherapy Agreement & Informed Consent

1. Teletherapy, also known as telemental health or distance counseling, includes consultation, treatment, transfer of client data, emails, telephone conversations, and education using interactive audio, video, or data communications; that teletherapy also involves the communication of your client mental health information, both orally and visually.

Note: During the COVID-19 Response, the U.S. Cabinet for Health and Human Services is accommodating non-HIPAA compliant technology applications to broaden and ensure delivery of services. WKU selected Zoom to provide audio/video conferencing during the response period; Zoom is not presently HIPAA compliant.

2. You understand that our teletherapy services are provided in the state of Kentucky, (USA), and the services provided are governed by the laws of this state. You consent to using teletherapy to virtually visit/conduct counseling in a Kentucky office.

3. You understand that teletherapy based services and care may not be as complete as traditional face-to-face services. While teletherapy is an effective medium for many presenting concerns during a global crisis, overwhelming and potentially dangerous concerns are best met with face-to-face professional support when available. You understand that teletherapy is neither a universal substitute, nor the same as face-to-face counseling. If I believe that your needs would best be served by a local professional, you will be referred to a professional who can provide such services in your area. Finally, you understand that there are potential risks and benefits associated with any form of counseling, and that despite my efforts or the efforts of any such provider, your condition may not improve, and in some cases may even get worse.

4. You understand that you may benefit from teletherapy, such as access to counseling services when national and state laws require social distancing. However, results cannot be guaranteed or assured.

5. You understand that there are risks and consequences with teletherapy services including, but not limited to, the possibility of your client information being disrupted or distorted by technical failures; the transmission of your information being intercepted by unauthorized persons; and/or the electronic storage of your client information being accessed by unauthorized persons. In addition, a technology failure or interruption may impact the continuity of the session. I will provide you an alternate means to contact me and obtain an alternate means of contacting you in the event we are disconnected.

You understand that cultural and/or language differences may affect services. Additionally, verbal and non-verbal cues may look different with distance counseling and it will be helpful to discuss with your counselor how to prevent and address potential misunderstandings arising from the lack of visual cues and voice intonations.

6. Unless we explicitly agree otherwise, our teletherapy exchange is strictly confidential. Any information you choose to share with me will be held in the strictest confidence within the parameters of the technology and internet access used. As with face-to-face counseling, I will not release your information to anyone without your prior approval unless I am required to do so by law. In Kentucky, we are required to notify authorities if we become convinced a client is about to physically harm someone, is a threat or harm to themselves, or if they are abusing or about to abuse children, the elderly, or the disabled.

7. You will be responsible for the following: (1) providing the computer and/or necessary telecommunications equipment and internet access to connect to your teletherapy sessions, (2) securing or encrypting protected health information (PHI) transmitted to or stored on your computer/telecommunications device and/or acknowledging the risk to not doing so, (3) arranging a location with sufficient lighting and privacy that is free from distractions or intrusions for your teletherapy sessions, and (4) ensuring that sessions are not recorded or observed by any person without prior consent.

8. You understand that while email may be used as a form of brief communication and not a substitute for counseling. Confidentiality of emails cannot be guaranteed due to complexities and abnormalities involved with the Internet, including, but not limited to, viruses, Trojans, worms, and other involuntary intrusions that have the ability to obtain and disseminate information you wish to keep private.

9. You understand and accept that teletherapy does not provide emergency services. If you are experiencing an emergency situation, you understand that the protocol is to call 911 or proceed to the nearest hospital emergency room for help. If you are having suicidal thoughts or making plans to harm yourself, agree to call the National Suicide Prevention Lifeline at 1-800-273-TALK (8255) for free 24-hour hotline support.

10. You have the right to withdraw or withhold consent from teletherapy services at any time. You also have the right to terminate treatment at any time.

11. You have the right to access your client information and copies of your client records in accordance with HIPAA privacy rules and applicable state law.

12. You are required to reside in the state in which your counselor's supervisor holds professional license.

By signing below, you agree that you have read and understand the information provided above. You have discussed it with your counselor and all of your questions have been answered to your satisfaction.

Signature of client (or parent/guardian/other authorized signatory) is required below:

\_\_\_\_\_

Client printed name: \_\_\_\_\_

Alternate phone number: \_\_\_\_\_

Date: \_\_\_\_\_