



INFORMED CONSENT FOR ELECTRONIC PSYCHOTHERAPY

This Informed Consent for Electronic Psychotherapy contains important information concerning engaging in electronic psychotherapy or teletherapy. Please read this carefully and let your therapist know if you have any questions. This consent shall only apply to clients and therapists physically within the State of Colorado seeking therapeutic treatment within the State of Colorado. This Informed Consent shall be signed in conjunction with Jerry Hamill's Disclosure Statement.

This Informed Consent is between:

Client: _____ and Therapist: _____

Dates of Face-to-Face In-Person Meeting(s): _____

Diagnosis and/or Treatment Plan: _____

Benefits and Risks of Electronic Psychotherapy

Electronic psychotherapy, also known as teletherapy, is different from traditional therapy in that the client and therapist do not meet face-to-face in-person. One of the benefits of electronic psychotherapy is that the client and therapist can continue therapeutic sessions without being in the same place. This can be convenient if either the client or therapist is out of town or the client or therapist is unable to attend a scheduled session in person.

Although there are benefits of electronic therapy, there are also significant risks involved. These risks include, but are not limited to: losing the ability to read physical cues, vocal cues/tones, and facial expressions; an inability to provide immediate emergency services/care; experiencing technical issues that disrupt the counseling session; a risk that the communications may be overheard if the client or therapist does not conduct the session in a secure/confidential place; and there is a risk that the communications may be accessed by unknown third-parties regardless of the security measures in place.

I, the therapist, have received the following education, training, and experience, including specific training in electronic psychotherapy:

- Telemental Health Counseling Course, Michael Jones, Ed. S., LPC-S, NCC, BC-TMH

- Telehealth for Mental Health Professionals, www.pesi.com, Joni Gilbertson

Method of Electronic Psychotherapy

Based upon the Client's needs and the therapist's assessment of those needs, interactive video and messaging method of electronic psychotherapy has been chosen. This method of electronic psychotherapy was chosen because it provides a secure, HIPPA compliant method for the therapist and client to interact. While it does not completely replicate face to face therapy, it allows for the limited ability to read physical cues, hear vocal cues and tones, and see facial expressions.

Security Measures

Jerry Hamill uses the following security measures to ensure that the communications are secure:

Confidentiality:

Confidentiality still extends to any communications done through electronic psychotherapy. Although confidentiality extends to communications by text, email, telephone, and/or other electronic means, I cannot guarantee that those communications will be kept confidential and/or that a third-party may not gain access to our communications. Even though I may utilize state of the art encryption methods, firewalls, and back-up systems to help secure our communication, there is a risk that our electronic communications may be compromised, unsecured, and/or accessed by a third-party.

In order to maintain confidentiality when engaging in electronic psychotherapy, it is important that all sessions be conducted in a confidential place. This means that you as the client agree to participate in therapy only while in a room or area where other people are not present and cannot overhear the conversation. I cannot guarantee that the place you choose to conduct the session is confidential. Do not have sessions in public places such as internet cafes or libraries. I will ask you at the beginning of each electronic psychotherapy session whether you are in a safe, secure, and confidential place. If you say "yes", I will assume that you are. I will not be able to read/understand any hidden meanings or messages if you only say "yes."

In addition to asking whether you are in a confidential location, I will ask you to verify your identity. After each session we will create a password or phrase that only you and I know. I will ask you to repeat the phrase or password to me at the beginning of each session before we can proceed. If our sessions cut-out and we reestablish a connection, I will ask you to verify your identity and location again. If you cannot remember your phrase or password, please contact me via (phone/email) prior to your scheduled session. I will use a series of preset security questions to verify your identity and provide you with a new phrase or password.

The extent of confidentiality and the exceptions to confidentiality that I listed in my Disclosure Statement still apply in electronic psychotherapy. In general information disclosed to a mental health professional in the course of a professional psychotherapeutic relationship cannot be disclosed without the client's consent. Exceptions to this general rule include:

- The disclosure of confidential communications shall not apply to any delinquency or criminal proceedings, except as provided in C.R.S. §13-90-107
- I am required to report child abuse or neglect situations
- I am required to report the abuse or exploitation of an at-risk elder or the imminent risk of abuse or exploitation
- If I determine that you are a danger to yourself or others, including those identifiable by their association with a specific location or entity, I am required to disclose such information to the appropriate authorities or to warn the party, location, or entity you have threatened, and may be required to take immediate action to protect you or others from harm
- If you become gravely disabled, I am required to report this to the appropriate authorities
- I may also disclose confidential information in the course of supervision or consultation in accordance with my policies and procedures, in the investigation of a complaint or civil suit filed against me, or if I am ordered by a court of competent jurisdiction to disclose such information

There may be additional exceptions to confidential communications that I will identify to you as the situations arise throughout our professional relationship.

In-Person Sessions:

From time to time, we will schedule in-person sessions to “check-in” with one another. If at any time while we are engaging in electronic psychotherapy, I determine, in my sole discretion, that electronic psychotherapy is no longer effective we will discuss options of returning to face-to-face in-person counseling.

Emergencies and Technology

Unlike in traditional in-person psychotherapy where a therapist may be better able to evaluate the seriousness of a client’s threats to harm oneself or others based on a combination of physical, behavioral and verbal cues; assessing and evaluating threats and other emergencies is more difficult when conducting psychotherapy electronically.

As such, I will ask you where you are located at the beginning of each session so that if I am required to contact emergency personnel (police, hospital, fire), I can alert them of your location. We will not proceed with the session until emergency telephone numbers are located. This emergency plan is not to “track” you or keep “tabs” on you, but rather to ensure your safety.

If the session cuts out, meaning the technological connection fails, and you are having an emergency **do not call me back**, but call 911, the Colorado Crisis Hotline at 844-493-TALK (8255), or go to your nearest emergency room. Call me after you have called or obtained emergency services.

If the session cuts out and you are not having an emergency, wait two (2) minutes and then re-connect via the electronic psychotherapy platform on which we agreed to conduct therapy. If you

are not able to reconnect within two (2) minutes then call me on the phone number I provided you (303-834-0872).

Certain system requirements are required to access electronic psychotherapy via the method set forth above. You are solely responsible for any cost to you to obtain any additional/necessary system requirements, accessories, or software to use electronic psychotherapy. The specific requirements for the method chosen above are:

- A laptop, desktop PC or MAC - prefer three years old or newer
- Reliable internet connection - recommended 25/mb download speed
- Download with Chrome or Firefox as an internet browser
- Working webcam

In order to maintain confidentiality and security for your electronic devices, please review the security protocols for TherapySites at 866-597-2674 or www.therapysites.com. If you have any trouble locating this information please contact me and I will assist you in locating the appropriate contact information.

Fees:

The same fee rates shall apply for electronic psychotherapy as apply for in-person psychotherapy.

Sexual Intimacy: In a professional relationship (such as psychotherapy), sexual intimacy between a therapist and a client is never appropriate. If sexual intimacy occurs it should be reported to DORA at (303) 894-2291, Mental Health Section, 1560 Broadway, Suite 1350, Denver, Colorado 80202; State Board of Registered Psychotherapists.

Records:

The electronic psychotherapy sessions shall not be recorded in any way unless agreed to by mutual consent. However, there may be an electronic record stored on HIPPA secure server maintained by TherapySites. I will maintain a record of our session in the same way I maintain our in-person sessions in accordance with my record storage policy set forth in my Disclosure Statement.

Informed Consent:

I, _____, the client, having been fully informed of the risks and benefits of electronic psychotherapy; the security measures in place, which include procedures for emergency situations; the fees associated with electronic psychotherapy; the technological requirements needed to engage in electronic psychotherapy; and all other information provided in this informed consent, agree to abide by and understand the procedures and policies set forth in this consent; and, voluntarily and not under duress or coercion consent to engaging in electronic psychotherapy with Jerry Hamill.

I understand that I may revoke this agreement at any time for any reason. Such revocation is not retroactive.

Signature of Client

Date

Signature of Therapist

Date