



# Get Out Of Your Head Therapy

Psychotherapy & Counseling Services for Children, Adolescents and Adults  
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## TELETHERAPY INFORMED CONSENT

CLIENT NAME: \_\_\_\_\_

DATE OF BIRTH: \_\_\_\_\_

### Teletherapy Definition and Scope of Practice

In accordance with Texas State Law, technology may be used to facilitate various forms of clinical services, including but not limited to counseling, case management, and other functions. Your clinician will use technology to facilitate communication with clients, obtain information from clients, provide information to clients, and facilitate various interventions. The ability to provide services electronically has many benefits as well as risks.

### Confidentiality

Your clinician will provide teletherapy with the same level of confidentiality as face-to-face sessions. There are however limitations with technology-assisted services. The laws that protect your confidentiality, such as HIPAA, also apply to teletherapy. As such, the information disclosed by you during the course of your therapy or consultation is generally confidential. There are both mandatory and permissive exceptions to confidentiality, these include:

- You request such disclosure through the use of Get Out Of Your Head Therapy's Release of Information Form.
- If your clinician has reason to believe that the abuse or neglect of a child, elderly person, or a person with a disability may or has occurred, your clinician is required to notify the appropriate investigative agency.
- If your clinician has reason to believe that you are at risk of serious harm to yourself or others, your clinician may have to: seek hospitalization for you, call your support system, and/or contact emergency services. If such a situation does arise, your clinician will fully discuss the situation with you before taking action, unless there is a strong reason not to for the purposes of safety.
- If your records are subpoenaed by a court then you will be notified by your clinician or a Company Practice Administrator to inform you of the request.

### Technology Risks

There will always be limitations through the use of technology. All teletherapy sessions, communication through your clinician's company email, and communication from administrative staff will be encrypted to the best ability of the company. The company does not own and/or manage the software that is used, and therefore does not maintain responsibility for issues, damages, or inconveniences caused by issues with said software. Any known breach of your confidential information will be relayed to you via a phone call from Administrative Staff to your phone number on file. Additional risks include, but are not limited to:

- Your session could be disrupted or distorted by technical failures. Your clinician will discuss with you the plan of action should this occur during any of your sessions.
- The transmission of your information could be intercepted by unauthorized persons; and/or the electronic storage of your private health information could be accessed by unauthorized persons.
- If your computer is compromised by viruses or malicious software, then it is your responsibility to

remove the infected files, at your cost and/or effort. Your clinician will be unable to support you in that process.

- Furthermore, there is the risk of a breach of your confidentiality by anyone near you if you do not place yourself in a private area.

### **Session Details**

Teletherapy sessions occur in the State of Texas (USA), and are governed by the laws of that State. In the event that your clinician has reason to believe that online sessions are not appropriate, it will be communicated to you and you will have the choice of continuing with face-to-face sessions or you will be provided with referrals to providers in your city/area of residence. There are no other explicit or implied commitments in your teletherapy relationship.

Your session will be 53 minutes in length, unless otherwise agreed upon by you and your clinician. Your session fee will be the same as any face-to-face session, and there are no additional fees, unless dictated by your insurance provider. Due to safety and ethical requirements, your clinician may end your appointment, as well as future sessions, if any of the following violations occur by you:

- You are operating a vehicle or machinery during your session.
- You are intoxicated or appear to be under the influence of any kind of substance, including medication prescribed to you by your licensed medical professional.
- You are unable to participate in your session from a private and secure place.
- Your internet/data connection is not reliable and appropriate.

Due to state regulations and licensing board requirements, your clinician is only allowed to provide services in a State in which they hold a current and valid license (i.e. allowed State). Your clinician will make certain, to a reasonable extent, that at the beginning of each teletherapy session you are located in an allowed state. The clinician will also inform you of their city and state location. In the event that you will be outside of Texas during your session, it is your responsibility to communicate the change of jurisdiction to your clinician prior to the beginning of your session. If you fail to inform your clinician that you are not in an allowed State by your confirmed appointment time, your session will be canceled as a Last Minute Cancellation, and you will be charged the fee according to the Service Agreement & Informed Consent For Treatment Form that you completed.

### **Freedom to Withdraw Consent**

You may withdraw previously granted consent at any time without giving a reason. With this decision, you understand that this would require that you attend any future therapy sessions in person or transfer care to another clinician who is more convenient to you.

**With my signature below, I indicate that I have read, understand, and agree to all of the information provided above; In particular, I accept that teletherapy does not provide emergency services.**

\_\_\_\_\_  
Client Name (Please Print)

\_\_\_\_\_  
Client Signature

\_\_\_\_\_  
Date