

# PlayfulLeigh Psyched, LLC

## Teletherapy Client Consent Form

COUNSELING and PSYCHOTHERAPY are confidential processes designed to help you address your concerns, come to a greater understanding of yourself, and learn effective personal and interpersonal coping strategies. It involves a relationship between you and a trained psychotherapist or counselor who has the desire and willingness to help you accomplish your individual goals. Counseling involves sharing sensitive, personal, and private information that may at times, be distressing. During the course of counseling, there may be periods of increased anxiety or confusion. The outcome of counseling is often positive; however, the level of satisfaction for any individual is not predictable. PlayfulLeigh Psyched, LLC is available to support you throughout the counseling process.

In the state of Maryland, online counseling is referred to as "teletherapy." Teletherapy includes synchronous video interactions (e.g., live video sessions). While you are encouraged to interact using both synchronous (i.e., live video and live phone) and asynchronous (e.g., messaging/emailing), asynchronous methods of interaction are not teletherapy; they are intended to help support live sessions.

I hereby consent to engage in teletherapy counseling services with PlayfulLeigh Psyched, LLC. I understand that "teletherapy" includes the practice of health care delivery, diagnosis, consultation, treatment, transfer of medical data, and education using interactive live audio, video, or data communications. I understand that teletherapy also involves the communication of my medical/mental information, both orally and visually, to health care practitioners located in the state of Maryland and Florida.

I understand that I have the following rights and understanding with respect to teletherapy:

- 1) I have the right to withhold or withdraw consent at any time without affecting my right to future care or treatment nor risking the loss or withdrawal of any program benefits to which I would otherwise be entitled.
- 2) I understand that my clinician is licensed in the state of Idaho, and therefore, I will need to attest that I am physically in the state of Idaho for each teletherapy session.
- 3) The laws that protect the confidentiality of my medical information also apply to teletherapy. As such, I will need to attest that I am in a private, non-public, secure place, and alone for each of my teletherapy sessions.
- 4) I understand that the information disclosed by me during the course of my therapy is generally confidential.
  - a. However, there are both mandatory and permissive exceptions to confidentiality, including, but not limited to reporting abuse of **vulnerable populations**; expressed threats of violence towards an ascertainable victim; **expressed threat to harm or kill self or others**; and where I make my mental or emotional state an issue in a legal proceeding or the involvement of law enforcement.
  - b. I also understand that the dissemination of any personally identifiable images or information from the teletherapy interaction to researchers or other entities shall not occur without my written consent.
- 5) I understand that there are risks and consequences from teletherapy. This includes, but is not limited to, the possibility, despite reasonable efforts on the part of my counselor, that technical failures could disrupt or distort the transmission of my medical information; unauthorized persons could interrupt the transmission of my medical information; and/or unauthorized persons could access the electronic storage of my medical information. **In the event of a technical failure, I will have a contingency plan in place with my counselor for a back-up mode of communication to close our therapy session and discuss next steps.**
  - a. In addition, I understand that teletherapy-based services and care may not be as complete as in-person face-to-face services. I also understand that if my psychotherapist believes I would be better served by another form of

psychotherapeutic services (e.g. face-to-face services) I will be referred to a psychotherapist who can provide such services in my area. **Examples include, but are not limited to, crisis situations, severe and persistent mental illness, and medication management.**

- b. Finally, I understand that there are potential risks and benefits associated with any form of psychotherapy, and that despite my efforts and the efforts of my psychotherapist, my condition may not improve, and in some cases may even get worse.
- 6) I understand that I may benefit from teletherapy, but that results cannot be guaranteed or assured. I accept that teletherapy does not provide emergency services. During our first session, the clinician and I will discuss an emergency response plan. If I am experiencing an emergency situation, I understand that I can call 911 or proceed to the nearest hospital emergency room for help. **Examples of emergency situations include, having thoughts of hurting or killing either another person or myself, having hallucinations, being in a life-threatening or emergency situation of any kind, having uncontrollable emotional reactions, or being dysfunctional due to abusing alcohol or drugs.**
  - a. **I acknowledge I have been told that if I am having suicidal thought or making plans to harm myself**, I can call the National Suicide Prevention Lifeline at 1-800-273-TALK (8255) for free 24-hour hotline support.
  - b. I understand that my counselor may ask me to have a ‘collaborator’ on my premises, who is available to contact local authorities in an emergency. A collaborator can be family or friend. My counselor and I will determine who will be designated as my local collaborator, obtain their contact information and consent, discuss their responsibilities, and circumstances for contacting them.
- 7) I understand that I have a right to request access to portions of my medical information and copies of medical records in accordance with Maryland and Florida law and HIPAA privacy and security rules. I have the right to request my therapist release my information to another healthcare provider in writing. I have read and understand the information

provided above. I have discussed it with my psychotherapist, and all of my questions have been answered to my satisfaction.

#### YOUR RESPONSIBILITY:

Dr. Downtin is licensed as a clinical professional counselor in the state of Maryland (LC8553) and registered in Florida (TPMC62). Therefore, you agree to:

- engage in live video sessions only when you are in the state of Maryland or Florida.
- provide PlayfulLeigh Psyched with your local contact information.
- provide PlayfulLeigh Psyched with a person to contact for you in an emergency situation.
- prompt arrival for live sessions
- notify your psychotherapist through a message if you will be late. A 24-hour notice of cancellation allows your counselor to use the time for others in need of teletherapy. **If you cancel or reschedule with less than 24 hours' notice, your fee is non-refundable. You understand that there are no refunds.** If you miss an appointment with less than 24-hours notice you will not be issued a service credit. If you have already paid for a session, but need to reschedule more than 24-hours in advance, you will be credited and your payment will go towards your next scheduled appointment. Similarly, if PlayfulLeigh Psyched experiences total equipment failure (video AND phone), you will be credited and your payment will go towards your next scheduled appointment.

#### CONFIDENTIALITY:

All interactions with PlayfulLeigh Psyched, LLC, including scheduling of or attendance at appointments, the content of your sessions, progress in counseling, and your records are confidential. PlayfulLeigh Psyched, LLC uses encrypted and HIPAA compliant devices and software to communicate with clients and to store electronic healthcare records. For video based telehealth appointments, PlayfulLeigh Psyched, LLC uses the HIPAA secure G Suite Business Google Meet with an intact Business Associate Agreement.

## EXCEPTIONS TO CONFIDENTIALITY:

- All platforms used by Dr. Downtin and PlayfulLeigh Psyched, LLC are HIPPA compliant. Dr. Downtin is a licensed professional who may consult with other mental health professionals to provide the best possible care. These consultations are for professional and training purposes. Deidentified information may be used to present for research or training presentations.
- If there is evidence of clear and imminent danger of harm to self and/or others, Dr. Downtin and PlayfulLeigh Psyched are legally required to report this information to the authorities responsible for ensuring safety.
- Maryland and Florida state laws require that professionals providing mental health services who learn of, or strongly suspect, physical or sexual abuse or neglect of any person under 18 years of age must report this information to county child protection services.
- A court order, issued by a judge, may require your therapist or PlayfulLeigh Psyched to release information contained in records and/or require a therapist to testify in a court hearing.

You agree that you have read this information and can discuss the above information with Dr. Downtin and PlayfulLeigh Psyched, LLC. You understand the risks and benefits of teletherapy, the nature, and limits of confidentiality, and what is expected of you as a client of PlayfulLeigh Psyched, LLC.

You understand that the service provided through this site is not intended for crisis situations and urgent needs. In a crisis situation, you agree to call 911 or local emergency services, visit the

nearest emergency room, or call 1-800-273-TALK, which is a suicide hotline that is available 24-hours a day, 7 days per week.

#### CHILDREN AND TELETHERAPY:

For any minor participating the parent/legal guardian must provide proof of the child's identity (ex. school id with photo, passport, other parent verbally confirming child identity) as well as their own. If there are custody orders in place, a copy of the divorce decree must be provided so that the parent's right to consent for treatment can be verified. **The consenting adult must be present at the same address during a teletherapy session with a child under the age of 18-years-old.**

#### VERIFICATION OF CLIENT IDENTITY:

**At the initial session the client will be required to provide proof of identity (e.g., State ID, Driver's License, Passport, etc.) and the address of their current physical location.** After initial verification has been provided, if a phone session is requested, the client will be asked to verify their identity each session by answering a few security questions. During the initial session the client will also select a 4-digit code to be used at the therapist's discretion should a security concern arise. In addition to verifying identity, clients will also be asked to identify their location at the time of the session.

#### TECHNOLOGICAL FAILURES:

Should a video or telephone session experience a disruption/technological failure, the therapist will re-establish the connection (place a new video or telephone call) unless other arrangements between client and therapist are agreed upon. If videoconferencing is temporarily unavailable, the session will resume via telephone, using the number provided with the video call. If more than 10 minutes are left in the session at the time of technical failure, 5 minutes of reconnection

attempts will be made. If after 5 minutes connection cannot be re-established or the session is not resumed on the phone, then the counselor will send the client a closing message via HIPAA compliant email to end the session. If at the beginning of the session, the therapist experiences a technological failure and due to the therapist's phone connection causing reconnection attempts to fail, the client will not be charged for the appointment; if the failure occurs on the client's end the client is still subject to the full session fee (pro-rated session rates not available).

SUMMARY:

As a reiteration, you understand that information shared with your counselor is confidential except in the following circumstances: If you present as a danger to yourself or others, mandated reporting of abuse of children or elders, or if you sign a release of information. **You understand that there are no refunds.** If you miss an appointment with less than 24-hours notice you will not be issued a service credit. If you have already paid for a session, but need to reschedule more than 24-hours in advance, you will be credited and your payment will go towards your next scheduled appointment. Similarly, in the rare event that PlayfulLeigh Psyched experiences total equipment failure (video AND phone), you will be credited and your payment will go towards your next scheduled appointment.

By signing this form, you acknowledge that this information was provided to you, and that you understand your rights as outlined.

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Printed Name

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Date

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Signature