

In Case of an Emergency

Emergency procedures specific to telehealth services

There are additional procedures that we need to have in place specific to telehealth services. These are for your safety in case of an emergency and are as follows: You understand that if you are having suicidal or homicidal thoughts, experiencing psychotic symptoms, or in a crisis that we cannot solve remotely, I may determine that you need a higher level of care and telehealth services are not appropriate. I require an Emergency Contact Person (ECP) who I may contact on your behalf in a life-threatening emergency only. Please enter this person's name and contact information below. Either you or I will verify that your ECP is willing and able to go to your location in the event of an emergency. Additionally, if either you, your ECP, or I determine necessary, the ECP agrees take you to a hospital. Your signature at the end of this document indicates that you understand I will only contact this individual in the extreme circumstances stated above.

Please list your Emergency Contact Persons here in order of preference of contact:

Name: _____ Phone: _____

Name: _____ Phone: _____

You agree to accurately inform me of the address where you are at the beginning of every session. I will only be able to provide telehealth therapy with you if you are in the state where I am licensed. Your location may change from week to week, but please list the primary address where you expect to be located while doing telehealth.

Please list this primary address, including city and state, here:

Primary Address: _____

You agree to accurately inform me of the address where you are at the beginning of every session. You agree to inform me of the nearest mental health hospital to your primary location that you prefer to go to in the event of a mental health emergency.

Please list this hospital and contact number here:

Hospital: _____ Phone: _____

You agree to inform me of the police department nearest to your primary location that you prefer to use in an emergency.

Please list this police department and contact number here:

Police Dept: _____ Phone: _____

If you have a mental health emergency, I encourage you not to wait for communication back from me, but do one or more of the following: - Call Lifeline at (800) 273-8255 (National Crisis Line) - Call 911 - Go to the emergency room of your choice.

I have accurately completed this form regarding a plan for emergency procedures, and I understand its content, purpose, and effect in regard to confidentiality. In the course of an emergency or perceived emergency, I understand that Matthew Harris, MSSW, LMFT may contact the ECPs and/or authorities above.

(Name)*

(Date)

*Must be signed with an official electronic signature and emailed or a physical signature and emailed via scan or photo to matthewharrisft@gmail.com.

In Case of Technological Failure (a Companion Document to “In Case of and Emergency”)

Procedure in the Event That Our Contact Is Disrupted

There are additional procedures that we need to have in place specific to Telehealth services. These are for your safety. If our computer or phone connection is disrupted, I will try for 3 minutes to reinstate contact through our original platform unless we have discussed and I have noted otherwise (i.e. if we initially suspect that a connection might be of poor quality and have made an alternate plan).

If, after 3 minutes, I am not able to reach you by that primary means, I will attempt to contact you by an alternate means of your choosing (i.e. if we have been communicating by video, I may attempt to call you on the phone).

If I am unable to reach you by the second means of contact, I will at this point begin to reach out to the ECPs above. If I am not able to connect with any of the ECPs listed above, I will then proceed to call 911 or the local police station listed above and request that they check on you at the address that you communicated at the beginning of our session. If we are disconnected and you believe that you are unsafe, please contact 911 or the appropriate emergency response agency.

Initial Means of Alternative Contact in the Event of Disruption

i.e., Phone number where you can be reached: _____

I will attempt to contact you at this number for 3 minutes before beginning to call the ECPs listed in the “In Case of an Emergency” document above.

I have accurately completed this form regarding a plan for disruption, and I understand its content, purpose, and effect in regard to confidentiality. In the course of disruption, Matthew Harris, MSSW, LMFT has my permission to contact any and all of the people listed above to ensure my safety.

(Name)*

(Date)

*Must be signed with either an official electronic signature or physically signed and emailed via scan or photo to matthewharrismft@gmail.com.

Informed Consent for Telehealth Services

Definition of Telehealth

Telehealth involves the use of electronic communications to enable mental health professionals to connect with individuals via interactive video and audio communications. Telehealth includes the practice of psychological health care delivery, diagnosis, consultation, treatment, referral to resources, education, and the transfer of medical and clinical data.

You have certain rights with respect to telehealth, and I as your counselor have certain responsibilities:

1. The laws that protect the confidentiality of your personal information also apply to telehealth, and the information in my standard Informed Consent applies to the telehealth context as well.
2. For your protection, I have a responsibility to verify your identity by asking to see your driver's license at the beginning of our telehealth session.
3. The video conferencing technology that will be used in our session will not be the same as a direct client/health care provider visit due to the fact that we will not be in the same room.
4. There are risks and consequences related to telehealth, including, but not limited to, the possibility—despite reasonable efforts on my part—that: the transmission of your personal information could be disrupted or distorted by technical failures, our session could be interrupted, the transmission of your personal information could be intercepted by unauthorized persons, and/or the electronic storage of your personal information could be unintentionally lost or accessed by unauthorized persons.
5. Telehealth consultation has potential benefits including easier access to care, the convenience of meeting from a location of your choosing within the state in which your counselor is licensed, and decreased exposure to communicable diseases. Research shows that telehealth can be as effective as in-person appointments, so telehealth can allow for a continuation of care in situations where meeting in person may be inhibited. It is reasonable to expect benefits such as improved access to care and more efficient evaluation and management from the use of telehealth, but no results can be guaranteed or assured.
6. It is my responsibility to make every effort to maintain confidentiality, but utilizing telehealth services carries certain limitations to my ability to ensure that. There are two very important things that you can do to be able to maintain confidentiality during our telehealth sessions. **First, if I provide you with a link to our session, do not share that link with anyone. Second, it is very important that you choose a secure and confidential place in which to participate in our session.** I am not permitted to conduct teletherapy with you if any individual that we have both agreed to include in our session is present. In order for any individual to be included in our session, he or she would be required to sign both my standard Informed Consent, as well as my Informed Consent for Telehealth. **If I become aware that your location is not secure and confidential, I am required to direct you to make steps to secure your location, to find a new location, or to end our session (which may involve a cancellation fee).**
7. I, as your therapist, have a responsibility to utilize secure, encrypted audio/video transmission software that is HIPPA compliant in order to deliver telehealth. If we meet using a secure, encrypted *video or telephone/voice connection* platform, we will be meeting utilizing a *synchronous* (occurring in real time: i.e. when I say something, you will be able to hear it at the time that I say it) means of communication. If we arrange to structure a portion or all of a therapy session through means of *email or text*, we will be using *asynchronous* means of communication (not occurring in real time: i.e. the moment that I am typing will not be the exact moment that you are able to read what I am typing).
8. I document our sessions using a filing system where files are stored in a secure 2-lock system in compliance with HIPPA regulations. Emails and texts related to therapy content will be printed and stored in these files. Any emails and texts that are stored electronically will be contained in encrypted, password protected files. Please note: text and email are typically not confidential mediums for communication. You are responsible for the content you send me. Text and email are mainly used for appointment scheduling and confirmation.
9. **I am licensed through the state of KY, and I am only licensed to utilize telehealth with individuals who are physically located in the state of KY at the time of our appointment.** If you are on vacation or have otherwise traveled outside of the state of KY, I will not be able to meet with you at that time. I will be conducting sessions from Eastern Standard Time, and the physical location for my office is 101 Crescent Ave, Suite A, Louisville, KY 40206. A phone number where I can be reached is (502) 627-0048.

10. I, as your therapist, have a responsibility to inform you of my training and credentials:
I am licensed as an LMFT (Licensed Marriage and Family Therapist) in the state of KY, and my license number is 167370. It is my desire to counsel and conduct myself ethically, professionally, and appropriately. Should you ever feel that an ethical violation has occurred, my desire is that you would share that with me so that we could discuss the issue, but I would also like to share the information for my governing board, should you feel that you need to report an issue: Kentucky Board of License for Marriage and Family Therapists, (502) 782-8809.
11. It is my responsibility to inform you that, in order to protect your privacy and the context of the therapeutic relationship, I am not ethically permitted to follow you on your social media accounts (Facebook, Twitter, Snapchat, etc.), and I am not able to accept friend requests from you on my accounts.
12. English is my primary language, and it is the only language that I am able to utilize with professional proficiency. Translators or translation tools increase the likelihood of misunderstandings and miscommunications. Language considerations are an important aspect of assessing for client/therapist fit, and if English is not your primary language, we can continue to assess fit and/or consider resources or referrals.
13. Telehealth may affect how benefits regarding Flexible Spending Accounts or Health Savings Accounts apply to mental health services. It is your responsibility to clarify coverage with your provider/plan.
14. I may discontinue the telehealth consult/visit if I feel that the videoconferencing connections are not adequate for the situation. If I believe that you would be better served by another form of intervention (e.g., face-to-face services), it is my ethical obligation to inform you of alternative options. Given the limits of telehealth, at your request or at my discretion, you may be directed to “face-to-face” psychotherapy.
15. You may choose to discontinue telehealth services at any time. You have the right to withhold or withdraw your consent to the use of telehealth in the course of your care at any time, without affecting your right to future care or treatment.
16. Certain situations, including emergencies and crises, are inappropriate for audio-/video-/computer-based psychotherapy services. **If you are in crisis or in an emergency, you should immediately call 9-1-1 or seek help from a hospital or crisis-oriented health care facility in your immediate area.**
17. I encourage you to bring up any questions you might have in regard to this document and these procedures. It is my responsibility to discuss these outlined ideas and any related questions you might have.

Client Consent to the Use of Telehealth

I have read and understand the information provided above regarding telehealth, have discussed it with my therapist, and all of my questions have been answered to my satisfaction.

I have read this document carefully, and I understand the risks and benefits related to the use of telehealth services and have had my questions regarding the procedure explained. I hereby give my informed consent to participate in the use of telehealth services for treatment under the terms described herein.

By my signature below, I hereby state that I have read, understood, and agreed to the terms of this document.

(Signature)*

(Date)

*Must be signed with either an official electronic signature or physically signed and emailed via scan or photo to matthewharrismft@gmail.com.