**TELETHERAPY POLICY**

1. **Definition:**
* **“Teletherapy”: means a mode of delivery of mental health services through telecommunications system, including information, electronic, and communication technologies, to facilitate the assessment, diagnosis, treatment, education, care management, or self-management of a person’s mental health care while the person is located at an originating site and the provider is located at a distant site. The term includes synchronous interactions and store-and-forward transfers.**
* **This policy defines “telehealth” for purposes of compliance with the Mental Health Practice Act. Teletherapy may be defined differently in different statutory contexts, including but not limited to, instruments or reimbursement.**
* **“Teletherapy Technologies” means technologies and devices enabling secure electronic communications and information exchange between a licensed, certified or registered mental health professional in one location and a patient in another location with or within an intervening mental health care provider.**
* **“Distant Site” means a site at which a provider is located while providing mental health care services through teletherapy.**
* **“Originating Site” means a site at which a patient is located at the time mental health care services are provided to him or her through teletherapy.**
* **“Store-and-forward transfer” means the electronic transfer of a patient’s mental health information or interaction between providers that occurs between an originating site and distant site when the patient is not present.**
* **“Synchronous interaction” means a real-time interaction between a patient located at the originating site and a provider located at a distant site.**
* **“Provider” means a licensee, certificate holder, or registrant as defined in the Mental Health Practice Act, Title 12, Article 245, and regulated by the Board. (30-1 Teletherapy Policy-Guidance Regarding Psychotherapy Through Electronic Means Within the State of Colorado, DORA)**
1. **Guidelines**
* The provider, licensee, certificate holder, or registrants must uphold the same best practices of teletherapy as they hold in their face-to-face practice. (Refer to the Discloser statement).
* Referrals for Emergency Services:
* If the client is unable to contact the provider; they are to call 911 if it is an emergency or crisis.
* If the client is unable to contact the provider and it is not an emergency or crisis the provider will respond to the message within 24 hours.
* If there is an emergency at the time of the teletherapy and the provider believes that the client needs emergency services, the provider will let the client know and contact 911 with the information so the emergency services can reach the client.
* Mental Health Records: If applicable, copies of all patient-related electronic communications, including patient-provider communication, evaluations and consultations, records or past care, and instruction obtained or produced in connection with the utilization of teletherapy technologies and face-to-face, will be uploaded to\_\_\_\_\_\_\_\_\_\_\_\_\_.
* Privacy and Security of Patient Records and Exchange of Information will meet or exceed (HIPAA).
* All ethical standards of the practice will be met within doing Teletherapy. (Refer to the Discloser Statement).
* Confidentiality standards will be meet as stated by the code of ethics and the State of Colorado DORA (Refer to the Discloser Statement).
* The provider’s professional discretion as the diagnoses, scope of care, or treatment should not be limited or influenced by non-clinical considerations of teletherapy technologies, and provider remuneration or treatment recommendations should not be materially based on the delivery of patient-desire outcomes or the utilization of teletherapy technologies.
1. **Policy**
* Technology is not 100% and can be breached. If this happens the provider will contact, you immediately about the breach. The provider has a computer/cybersecurity as well as the phone used for Facetiming.
* Type of Teletherapy:
* Emails: will be used to send information and set appointments.
* Texting: will be used to set an appointment, send reminders, and requests a callback.
* If the client doesn’t have the capability to use video means , then the session will be done via phone.
1. **Benefits and Risks**
* Benefits
* Convenience
* Timeliness/scheduling
* Increased access
* Risks
* Not much research in the area of Teletherapy and Marriage, Couples and Families. (Other forms of therapy is showing teletherapy works well and is used).
* Security (the computer, phone used in the teletherapy by this provider has cybersecurity)
* Confidentiality (All the standers used in the face-to-face practice will be used in the teletherapy).
* Technology Failures
* If there is a failure of the system, the provider will call back the client.
* If there is a failure within five minutes of the end of the session the provider will check in with the client by phone to make sure that the client is ready to close the therapy.
* If there is a failure with Facetime and can not be fixed, the provider will call the client to finish the session.
* If there is a failure with the phone and can not be reckoned the provide will text or email another time that the session can be finished.

This policy applies only to mental health professionals who are certified, registered, or licensed, and treating clients within the State of Colorado.

I have read the preceding information on Teletherapy as the client’s responsible party. I also acknowledge that I have received a copy of the Teletherapy form and the Discloser statement.

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Print Client’s Name

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Client’s or Responsible Party’s Signature Date

If signed by Responsible Party, please state relationship to the client and authority to consent:

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