

# Informed Consent

## PURPOSE:

The purpose of this document is to provide you with the information about the process, rights, responsibilities and choices so you can make an informed choice about entering into a therapy relationship.

### A

#### YOUR RIGHTS

- Privacy & confidentiality with exceptions to ensure safety of self & others
- Know what records are kept, how they are stored & who has access
- Be informed about risks & benefits of therapy
- To decline or discontinue treatment at any time
- Have access to your therapist & know methods of communication
- Be informed of any diagnoses & implications of these diagnoses

### B

#### YOUR CHOICES

- To accept or decline therapy
- Receive therapy through your preferred modality & provider
- To disclose or not disclose information to your therapist without retribution or retaliation, though this choice may have consequences on effectiveness or continuation of therapy

### C

#### YOUR RESPONSIBILITIES

- Understand risks & benefits of therapy, use of technology & the use of modality of your choice
- Understand how you can protect your confidentiality
- Any costs incurred for therapy services provided or associated with late cancellations or not showing up for scheduled session
- Inform your therapist of your physical location when engaging in therapy from locations other than residential address on file
- Engage therapy only when you are within the jurisdiction of your therapist's state of professional licensure
- Understand Emergency Protocols

## FOR MORE INFO RE:



### Risks & Benefits

General pg 3  
Message Tx pg 5  
Video Tx pg 6



### Confidentiality

See pg 8-9



### Protocols

Assessment pg 3  
Message pg 5  
Video pg 6  
Emergency pg 7  
Payments pg 8

## YOUR THERAPIST: KIM GUSTIN LPC

### Contact Info:

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 918.212.6517

**Location:** Tulsa, OK

**Typical Work Hours:** M-F 10a-8p CT

### Licensure:

Oklahoma LPC 3836

[ok.gov/behavioralhealth](http://ok.gov/behavioralhealth)

Missouri LPC 2014015241

[pr.mo.gov/counselors.asp](http://pr.mo.gov/counselors.asp)

Virginia LPC 0701005515

[dhp.virginia.gov/counseling](http://dhp.virginia.gov/counseling)



### Specialized Training:

- Online Therapy
- EMDR
- TF-CBT
- Play Therapy / Sand Tray

I understand that I have the freedom to choose to participate in therapy online. I acknowledge that there are unique risks to conducting therapy online including failure in technology and increased risk of confidentiality breaches. I understand that online therapy is not appropriate for acute or crisis mental health situations or symptoms such as suicidal or homicidal ideation, delusions, hallucinations or mania.

I have read the attached document carefully and fully understand my rights and responsibilities as well as the benefits and risks. I have had the opportunity to discuss and ask any questions of my therapist.

I hereby affirm that I am seeking therapeutic services from the therapist identified on this form. I recognize that therapy is a collaborative effort with no guarantees of specific outcomes. I will work with my therapist to identify appropriate goals as well as develop and implement strategies towards these goals.

**With this knowledge, I voluntarily consent to psychological treatment through online therapy. I unconditionally release and discharge Dusty Rose Online Therapy Boutique, its affiliates, agents and employees as well as my selected therapist from any liability with my participation in online therapy.**



\_\_\_\_\_  
**Signature**



\_\_\_\_\_  
**Date**

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## General Information

- Therapy is a long-established process in which individuals seek assistance from a professional trained in science, theory & methods in order to address a wide variety social, emotional, mental and/or behavioral issues or disorders often causing distress or dysfunction.
- Traditionally this has been provided in-person through weekly visits with a therapist for 45 to 60 minute sessions. However, Dusty Rose Therapy relies on new modalities of providing therapy made possible through modern technologies and the internet referred to here as Online Therapy.
  - ▶ *For more information about Online Therapy & modalities see pages 3-6.*
- Therapy in any modality is rooted in the relationship between the client and therapist. Further, it is an individualized and dynamic process designed to achieve personalized goals as identified in the therapy plan.
- Upon engaging in therapy, an **assessment** will be done face-to-face to gather relevant biopsychosocial history, evaluate mental health & diagnose problem.
  - Be aware that any diagnosis given will become part of your medical record. Further, if relying on third-party payors like health insurance, a medical diagnosis is required.
- Those who tend to benefit from therapy are those who are willing to actively engage, exercise honesty, and try new things.

### **Benefits of Therapy:**

- ▶ Reduction or elimination in feelings of distress
- ▶ Greater personal awareness & insight
- ▶ Increased satisfaction in interpersonal relationships
- ▶ Improved confidence, esteem and sense of self
- ▶ Develop more effective strategies and skills to cope, problem-solve and manage life's difficulties

### **Risks of Therapy:**

- ▶ Increased feelings of distress, internal or relational conflict due to recalling and exploring unpleasant aspects of life.
- ▶ The process of therapy might bring about changes unintended or unforeseen.
- ▶ Positive outcomes can be unpredictable and are not guaranteed

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## Online Therapy

- Online Therapy is the delivery of counseling and mental health treatment using interactive technologies, including audio, video, text or other electronic communications, between a licensed therapist and a client who are not in the same location.
  - This means your therapist will not be physically in your presence
  - Information exchanged with your therapist will not be direct, and paperwork will be exchanged through electronic means

- At times your communication may be asynchronous, or not occurring at the same time
  - Additionally, your therapist may be in a different time zone
- This service is provided by technology, including but not limited to video, phone, text, apps and email. It will not involve direct face-to-face communication. There are benefits and limitations to this service.
- Using technology allows for greater convenience in service delivery. However there are risks in transmitting information over technology that include, but are not limited to, breaches of confidentiality, theft of personal information, and disruption of service due to technical difficulties.
    - ▶ *For more information on Confidentiality see page 8.*
    - ▶ *For more information on Risks & Benefits see pages 3, 5 & 6.*
  - You will need access to, and familiarity with, the appropriate technology in order to participate in the service provided.
  - You will want to be sure to use your own equipment and a secure internet communication to communicate. Not doing so could result in a compromise to your privacy. Please note that any information that you enter into an employer's computer or device can be considered by the courts to belong to your employer.
- Online Therapy is regulated by the same ethics, guidelines and laws as other modalities of therapy, such as in-person therapy, including professional licensure through states.
- Because of this, **you can not access or receive services when outside of the jurisdiction of your therapist's professional state licensure.**
- The interactive technologies used in therapy are listed below and incorporate network and software security protocols to protect the confidentiality of client transmitted via any electronic channel. These protocols include measures to safeguard the data and to aid in protecting against intentional or unintentional corruption.
- Google Workspace including but not limited to Google Voice, Gchat, Gmail, Google Meet
  - Simple Practice Electronic Health Record
- Online therapy may not be appropriate for many types of clients including but not limited to those with active suicidal or homicidal thoughts, or experiencing active manic or psychotic symptoms. Those who fall in these categories or require acute care should seek alternative treatment.
- ▶ *For more information on Alternatives to Online Therapy see page 7.*

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## Modalities of Online Therapy

### MESSAGE THERAPY

- The purpose of message therapy is to provide you with a service that is similar to a therapeutic experience in a traditional in-person office setting in a convenient, flexible, comfortable and accessible way.

- However, there are significant differences in exchanging information by text, or other messaging formats, than communication in-person. Therefore, information may be inadequate to allow for appropriate, adequate or effective therapy delivery.
- The goal of message therapy is to provide emotional support, tools and strategies to assist clients towards their personal mental, emotional and/or behavioral health goals as developed with their therapist.
- Message therapy is not appropriate for children or for those experiencing active suicidal or homicidal ideation, active psychotic symptoms such as delusions or hallucinations, mania or other acute symptoms.
- Message therapy requires an initial live, interactive psychosocial assessment conducted by video conference to begin.
  - This will allow your therapist to identify appropriate fit for message therapy, gather necessary information to diagnose issue at hand and conceptualize goals, strategies for treatment.
  - It will also provide protection through authenticating your identity prior to providing service.
- Following this, message therapy will be conducted through the secure messaging feature available through the Electronic Health Record used by Dusty Rose Online Therapy.
  - Message therapy is not appropriate and will not be provided through SMS or other non-secure phone messaging apps or features. This is to ensure your privacy & confidentiality.
- Message therapy is asynchronous.
  - Messaging will not be live, interactive or instant. They will be sent at different times (asynchronous).
  - Therapists will respond once daily, at minimum, on scheduled work days. You can expect to hear back from them within 24 hours of sending your message.

***Benefits of Message Therapy:***

- ▶ Being able to send messages at any time that is convenient or helpful for client.
- ▶ Being able to process details in the moment or shortly after without waiting for scheduled session and relying on recall. This may promote feelings expression, enhance awareness, and facilitate identification of triggers, cues and other patterns.
- ▶ Being able to take the time desired or necessary to compose messages which facilitates reflection (introspection) on thoughts, feelings, behaviors and other significant factors.
- ▶ Potential of feeling less inhibited in disclosing sensitive thoughts, feelings and information than in-person or face-to-face
- ▶ Having a record of to refer to later to assess progress, identify patterns and recall alternative cognitions, strategies, and tools discussed

***Risks of Message Therapy:***

- ▶ Messages not being received
- ▶ Lack of emotional warmth, connection and energy that comes with in-person presence
- ▶ Absence of nonverbal communication cues that may provide important information that could inhibit or impede appropriate treatment

- ▶ Increased confidentiality risks due to lack of password protection, potential for lost or stolen devices, information being hacked or intercepted, or physical privacy

## LIVE VIDEO SESSIONS

- The purpose of therapy by video conferencing is to provide you with a service that is similar to a therapeutic experience in a traditional in-person office setting with in a convenient, flexible and accessible way.
- However, there are significant differences in exchanging information by video conference than in-person due to limited visual field, varying levels of audio/visual quality and unplanned interruptions or disruptions when relying on technology. Therefore information may be inadequate to allow for appropriate, adequate or effective therapy delivery
- The goal of live video session is to provide emotional support, tools and strategies to assist clients towards their personal mental, emotional and/or behavioral health goals as developed with their therapist
- Therapy by video conferencing is not appropriate for those experiencing active suicidal or homicidal ideation, active psychotic symptoms such as delusions or hallucinations, mania or other acute symptoms.
- Live video sessions will be conducted through the Electronic Health Record system used by Dusty Rose Online Therapy.
- Therapy by video, like other modalities, requires an initial psychosocial assessment to assist therapist in conceptualizing, diagnosing and developing treatment plan.
- Following initial intake session, client will schedule additional sessions as discussed with therapist or as desired.
- A unique link will be sent to you by text or email prior to each scheduled session. This will give you access to a secure video channel for each session.

### ***Benefits of Live Video Sessions:***

- Convenience and flexibility of accessing therapy within constraints of demanding schedules
- Accessibility of therapy in rural or other communities with limited availability of providers
- Reduced time commitment due to absence of commute

### ***Risks of Live Video Sessions:***

- Absence of emotional warmth, connection and energy that comes with in-person presence.
- Lack of whole range of nonverbal information and cues that is present with in-person interactions that may impact or impede therapist's ability to provide effective treatment
- Compromised visual or audio cues due to technical issues that could impact or impede communication and treatment.
- Dropped or frozen signal at sensitive moments that could disrupt therapeutic process.

## DISRUPTION IN SERVICES

- Should service be disrupted during a session or preventing a session, your therapist will use alternate means of communication outside of these established protocols for online therapy to contact you to inform of and/or resolve the disruption.

- You will provide and approve of an alternative means of communication in the initial intake session.

## ALTERNATIVES TO ONLINE THERAPY

- In-person, in-office therapy is an alternative modality to receiving the emotional support and mental health treatment you may be seeking.
- However, this modality is not available through providers at Dusty Rose Online Therapy.
- If after reading through these protocols, risks and benefits you think in-person therapy would be better-suited to you for any reason, we can help you identify providers in your area.
- If you decide not to pursue therapy in any form, please know that lack of treatment can lead to more serious health problems including but not limited to worsening mental health conditions, chronic physical health issues, difficulty meeting daily responsibilities & demands, or interpersonal conflict.

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## Emergency Care

- Online therapy is not an acute service and may not be appropriate for many types of clients including but not limited to those with active suicidal or homicidal thoughts, or experiencing active manic or psychotic symptoms. Those who fall in these categories should seek alternative treatments.

▶ *For more information on Alternatives to Online Therapy see section directly above.*

- Dusty Rose Online Therapy is not equipped to provide emergency care and your online therapist will not be immediately available to you at any time. If a mental health crisis should arise while receiving therapy through Dusty Rose Online Therapy, you should reach out to local community mental health service providers, go to your nearest Emergency Room or contact 911.
- You will be required to provide a personal contact to your online therapist with permission to use in case your therapist becomes aware of or concerned of an emergency situation.

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## Discontinuation of Service

- Online therapy can be discontinued at any time either by yourself, your designee or your therapist.
  - You may decline online therapy at any time without jeopardizing your access to future care, services and benefits.
- You and your therapist will regularly reassess the appropriateness of continuing to deliver services through the use of the technologies that were agreed upon at the start of therapy.
- If a need for direct, in-person services arises at any point during treatment, it is your responsibility to contact practitioners in your area to arrange for this service.
  - Your therapist can and will provide referrals to assist you with this.
- In the absence of a formal request to discontinue services and 60 days of no engagement in therapy, your therapist will discharge you from their care.

- You can still return at any time given your therapist has openings on her caseload.
  - An assessment may be required upon your return to update diagnoses and therapy goals.
- If you do not keep your scheduled appointments three times in a row or up to four times total in a period of 6 months, your therapist may discharge you from their care at their discretion.
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## Payments

- You are responsible for any costs incurred from services provided according to costs as outlined below.
- Currently, insurance is not accepted by Dusty Rose Therapy. However, we can provide you with a super bill that you can present to your insurance provider in order to be reimbursed.
- Please check with your insurance provider to determine requirements for reimbursement to ensure that our services are eligible.
- We do require you provide credit, debit or HSA card information to be held on file to be charged at the time services are rendered or as indicated below.
- In the case that payment is not made within 14 days, your therapist will work with you to discontinue services and provide alternative treatment options.
- There is a **fee of \$25 for no shows or late cancellations** (within 24 hours of scheduled appointment) that will be charged to card on file.
- **Live Video Sessions to be charged at time of service**
- \$55 for 30 minute session
  - \$100 for 60 minute session
- **Message Therapy to be charged as indicated**
- \$15/day for unlimited messaging with up to 2 responses from therapist during their typical work hours. *Billed weekly on the Monday following week of services rendered.*
  - \$62.50 per week for unlimited messaging with up to 2 responses from therapist per day on their scheduled 5 business days. *Billed monthly at rate of \$250 on the first Monday of the month initially following subscription. Will continue billing on subsequent months the first Monday until subscription is canceled in writing.*
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## Confidentiality

- Maintaining your confidentiality is required legally and ethically. Dusty Rose Online Therapy and your therapist are committed to this and take every precaution to protect your privacy and confidentiality. Additionally, we are HIPPA compliant contracting only with products and providers who adhere to the strictest levels of security.
- **Your information will only be released in the following situations:**
- When requested or allowed by you through verbal and written consent
  - When working with third-party payers



- **When your therapist has reason to be concerns of imminent danger or harm to you or another person, to include but not be limited to threats of suicide, homicide, assault or implications of abuse or exploitation of a child or disabled adult**
- **When your therapist is seeking consultation from colleagues to provide effective treatment, during which all identifying information will be withheld as will unnecessary disclosures**
- Working with adolescents presents unique challenges to confidentiality.
  - Except for situations such as those mentioned above, your therapist will not tell parents or guardians specific things you share with her in your private therapy sessions without your consent. This includes activities and behavior that your parent/guardian would not approve of, or would be upset by, but that do not put you at risk of serious and immediate harm.
  - However, if your risk-taking behavior becomes more serious, then your therapist will need to use her professional judgment to decide whether you are in serious and immediate danger of being harmed. If she feels that you are in such danger, your therapist will communicate this information to your parent or guardian.
    - ▶ *For more information on see Adolescent Informed Consent, which is a separate document from this and should be provided to you by your therapist if you are an adolescent or parent/guardian of an adolescent.*
- Though online therapy may give the appearance of increased anonymity or privacy, there are significant risks that you should be aware of. Including unencrypted text messages & email, lack of password protections, messages received by unintended recipients, potential for lost devices.
- Your therapist will not record or take photo images of any electronic communications without your express, written permission.
- Likewise, you also agree to not record or take photo images of any electronic communication for use in any way without express, written permission from your therapist.
- Some ways you can protect your own privacy and confidentiality include:
  - Relying only on secure methods of communication with your therapist. Avoid sending personal information through by voice, text or email
  - Using passwords to protect access to devices and applications used in online therapy
  - Avoid using public or employer devices, spaces & WiFi to access or engage in online therapy
  - Being aware of & preventing the possibility for others to view screens or overhear audio from devices
  - Using discretion when posting or interacting with Dusty Rose Online Therapy and therapists on social media or other places on the internet.

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## Records

- Your therapist will maintain records of all interaction, evaluations and treatment involving you to include, but not limited to, phone calls, texts, emails, diagnoses, assessments, and therapy sessions.

- These records will be created and stored through the Electronic Health Record provider who utilizes cloud storage.
  - You are allowed access to these records with written request made to your therapist or Dusty Rose Online Therapy.
    - If, however, your therapist, in the exercise of professional judgment, believes that providing you with these records could cause harm or threaten the safety of myself, or others, they might rightfully decline this request.
    - If the request is honored, you would retain sole responsibility for the confidentiality of any records released to you. You may also be responsible for any costs incurred in providing you with these records.
  - Dusty Rose Online Therapy does not provide you with reports recommending such things as disability, emotional support pets or other accommodations due to the limitations inherent in online therapy.
    - ▶ *For more information on Limitations of Online Therapy see pages 4-6.*
  - Dusty Rose Online Therapy does not provide recommendations or reports to the court for court proceedings including but not limited to divorce, and child custody.
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## Communications & Social Media Policy

- You have been given the contact information for your online therapist including a Google voice number with access to both voice and text as well as an email address.
  - ▶ *To view contact information for your therapist see page 2.*
- This information is provided to you in case you need access to your therapist in-between sessions.
- Please be aware that using your cell phone to communicate with your therapist is not a confidential connection.
- Email, text messaging and voicemail is acceptable for appointments and housekeeping issues only. Message therapy is only conducted through secure messaging provided by the Electronic Health Record. Your therapist will not respond to personal or clinical concerns via these methods.
- Your therapist will respond as quickly as possible. However, be aware that your therapist will rarely be available immediately and frequently unavailable at night, on weekends, during holidays and vacations.
  - ▶ *Refer to your therapist's Typical Work Hours as listed on pg 2.*
- To preserve the integrity of your working relationship, therapists at Dusty Rose Online Therapy will not accept any invitations to their personal accounts on social networking sites including but not limited to Facebook, Twitter, Linked-In, Instagram, Snapchat, TikTok.
- Further, your therapist will not use their personal or professional accounts on any social media site or public internet site to communicate with you or to discuss any issues related to you. Nor will your therapist

allow comments from you in these places when they are the owner, publisher or moderator of these spaces.

- Your therapist will also refrain from searching for client information online through search engines or social media sites.
  - Please be aware that exceptions may be made during times of crisis. Such an exception would be extremely rare and only in the unusual situation wherein your therapist would be concerned regarding your safety and unable to contact you by the usual means
- Dusty Rose Online Therapy and its therapists may maintain professional pages on various sites across the internet. These pages are designed to disseminate general psychoeducation addressing a diverse population with diverse needs.
  - While this can be a great way to provide assistance to more people, the information provided can not be tailored to individuals and will not always be appropriate or applicable to your personal situation.
  - Such things as social media posts, blogs, podcasts and articles published by Dusty Rose Online Therapy or its associates should not replace individual treatment available through therapy.