



ALIASHA CHEVALIER

Limits of Confidentiality and Informed Consent

Psychotherapy services are confidential. However, confidentiality is limited by law and ethical standards in the following circumstances.

Exceptions to Confidentiality

1. Duty to Warn / Protect

Mental health professionals are legally required to disclose relevant information if a client expresses a credible intent or plan to harm another person. This may include notifying the identified victim(s) and contacting law enforcement or other appropriate authorities.

2. Suicide / Self-Harm

While discussing depression and emotional distress is common in therapy, if a client discloses suicidal ideation with intent or a plan, steps must be taken to ensure safety. This may include contacting emergency services and making reasonable efforts to notify family members or other supports.

3. Animal Abuse

Animal abuse, including neglect, hoarding, or intentional harm, is reportable and will be disclosed to appropriate authorities.

4. Abuse or Neglect of Vulnerable Populations

Mental health professionals are mandated reporters and must report suspected or known abuse or neglect of children, elderly individuals, and dependent or vulnerable adults. Reports are made to appropriate social service agencies and/or legal authorities.

5. Prenatal Exposure to Controlled Substances

In compliance with applicable laws, mental health providers are required to report admitted use of controlled substances during pregnancy when such use may be harmful to the fetus.

6. Minors / Guardianship

Parents or legal guardians generally have the right to access a minor client's health information. The age of legal adulthood for psychotherapy in the state of Nevada is 18 years old.

7. Insurance Providers

If services are billed to insurance, information may be disclosed as required, including diagnosis, dates and duration of services, treatment plans and progress, prognosis, and clinical documentation.

Client Acknowledgment

I have read and understand the above limitations to confidentiality. I acknowledge that action may be taken if any of the above exceptions apply. Except for the situations listed above, my protected health information will not be released without my written authorization through a Release of Information form.

Telehealth Informed Consent

Definition of Telehealth

Telehealth involves the use of secure electronic communication technologies that allow Motivation 2 Solutions mental health professionals to provide psychological services through interactive audio and video platforms. Services may include assessment, diagnosis, treatment, consultation, education, referrals, and the transfer of clinical information.

Rights and Responsibilities

By consenting to telehealth services, I understand and agree to the following:

- Confidentiality laws apply to telehealth services in the same manner as in-person services.
- Electronic communication (such as email) may carry potential security risks. I am responsible for protecting my passwords and access to my devices.
- Limits of confidentiality still apply, including mandated reporting and duty to warn.
- Personally identifiable images or information from telehealth sessions will not be shared without my written consent.
- I may withdraw consent for telehealth services at any time without affecting my right to future care.
- If I discontinue telehealth services and do not live locally, I am responsible for securing alternative mental health services.
- Telehealth may involve risks including technical failures, unauthorized access, or loss of electronic data.
- Motivation 2 Solutions utilizes secure platforms to provide telehealth services, though no system is completely risk-free.
- I am responsible for ensuring privacy on my end by securing a private location and protected device.
- If my therapist determines that in-person services or a higher level of care is more appropriate, referrals will be provided.
- Improvement is not guaranteed, and symptoms may remain the same or worsen despite treatment.

Telehealth Limitations and Emergencies

- Telehealth services are not appropriate for emergencies or crisis situations.
- In an emergency, I agree to call 9-1-1 or seek immediate care at a local emergency room or crisis facility.
- Telehealth services will only be provided when I am physically located in a state where my therapist is licensed and/or authorized to practice.
- Telehealth sessions occur by scheduled appointment only.

- Phone communication is limited to scheduling and care coordination.
- Text and email communication are limited to scheduling purposes only. Clinical discussions require a scheduled session.

Client Responsibilities for Telehealth

- I am responsible for providing my own device, internet connection, and private location.
- I understand that technological difficulties may interrupt sessions.
- I remain responsible for all payment obligations, including sessions disrupted due to technical issues.

Payment for Telehealth Services

Telehealth services are billed at the same rate as in-person services. I am responsible for all applicable fees and charges.

Consent

I have read and understand the information above regarding telehealth services. I consent to receive telehealth services on an ongoing basis or as an alternative to in-person services, as agreed upon between my therapist and me.

Client Signature: _____

Parent Signature: _____

Date: _____