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# Legality and Permissibility to Practice Across Jurisdictions in the United States

This form is intended to be paired with the CE course, [Cross-Border Practice in the Age of Telehealth: Interstate and International Mental Health Practice, 2021 Edition](#)

## Determining what jurisdictions apply:

- ☐ Client will be physically located outside of the provider's state of licensure and practice -- **if checked, complete section 1 and section 3**
- ☐ Provider will be physically located outside of primary state of licensure and practice when working with client -- **if checked, complete section 2 and section 3**

**\*\*\* If both boxes are checked, complete all 3 sections\*\*\***

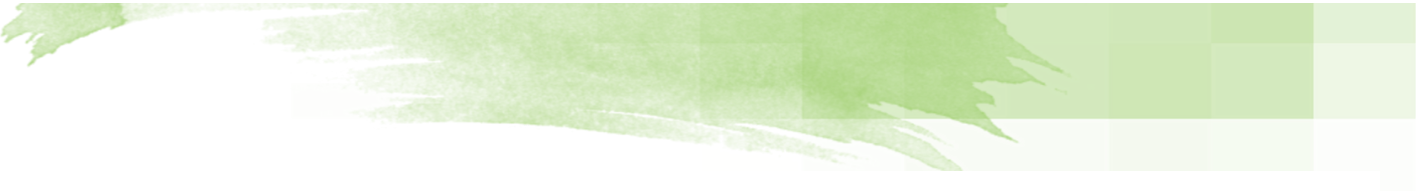


## Section 1 - Client Location Jurisdiction

- State of client(s) physical location at time of session(s):
- Regulator in client's location (this becomes the *primary* jurisdictional authority)
- Is provider licensed to practice by the jurisdictional authority in client location?                      Y                      N

*Tip: Use Person Centered Tech's [50-State Teletherapy Practice Rules Survey for Counselors, MFTs, Psychologists, and Clinical Social Workers](#) Tool as starting point for answering this question*

- *If no*, is there a permission to practice provision for non-licensees by the jurisdictional authority?                      Y                      N
  - If no, it is not legally permissible to work with client while they are physically located in this jurisdiction. **STOP HERE.**
- *If yes*, does the permission to practice by non-licensees of the jurisdictional authority have requirements, conditions and limitations?                      Y                      N
  - If yes, what are those requirements, conditions and limitations? (e.g. registration or application for temporary permit required; practice only permitted for work with existing client(s) for continuity of care purposes; time limit of practice permitted; specific risk assessment, documentation, informed consent etc., requirements)

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- Does/will the provider meet and follow the requirements, conditions and limitations?                      Y                      N

*Remember to take screenshots of the applicable state rules and save them with this form*

## **Section 2 - Provider Location Jurisdiction**

*(If different from/outside of the provider's state of licensure. If provider will not be physically located outside the state of their licensure, skip to section 3)*

- In what state (jurisdiction) will the provider be physically located at the time of session(s)?
- Jurisdictional authority (licensing board of provider's profession type) in provider location
- Do the rules of the jurisdictional authority restrict providers not licensed by that authority, and who are physically located within their borders, from conducting the services that are within the scope of regulated practice when the client is not within their jurisdiction ?                      Y                      N
  - If yes, does/will the provider meet all the conditions that allow practice despite those restrictions?                      Y                      N

*Remember to take screenshots of the applicable state rules and save them with this form*

## Section 3- Provider Licensure Jurisdiction

- Licensing board of provider's profession type in state of licensure
- Do the licensing board's rules and regulations contain requirements for working with clients in other jurisdictions? Y N
  - E.g. The most typical example of this will be that you must follow the rules of the jurisdiction where the client is located.
- If the provider will be physically located outside their state of licensure, do the provider's licensure rules restrict or prohibit the provider from providing services within the scope of regulated practice outside of the jurisdictional authority's borders? Y N
- If the answer to either question is yes, does/will the provider meet all the conditions that allow practice despite those restrictions? Y N

*Remember to take screenshots of the applicable state rules and save them with this form*