

Lake Worth Counseling
Informed Consent for Tele Mental Health Services (8/15/20)

The following information is provided to clients who are seeking Tele Mental Health therapy. This document covers client's rights, risks and benefits associated with receiving services, my policies and your authorization. Please read this document carefully, note any questions you would like to discuss and sign.

Tele Mental Health (Telehealth) Services Defined:

Tele Mental Health Services means the remote delivering of health care services via technology-assisted media. This includes a wide array of clinical services and various forms of technology. The technology includes but is not limited to video, internet, a smartphone, tablet, PC desktop system or other electronic means. The delivery method must be secured by two-way encryption to be considered secure. Synchronous (at the same time) secure video chatting is the preferred method of service delivery.

Limitations of Tele Mental Health Therapy Services:

While Tele Mental Health Services offers several advantages such as convenience and flexibility, it is an alternative form of therapy or adjunct to therapy and thus may involve disadvantages and limitations. For example, there may be a disruption to the service (e.g. phone gets cut off or video drops). This can be frustrating and interrupt the normal flow of personal interaction. Primarily, there is a risk of misunderstanding one another when communication lacks visual or auditory cues. For example, if video quality is lacking for some reason, the counselor might not see various details such as facial expressions. Or if audio quality is lacking, the counselor might not hear differences in your tone of voice that the counselor could easily pick up if you were in the LWC office. Additionally, the therapy office decreases the likelihood of interruptions. However, there are ways to minimize interruptions and maximize privacy and effectiveness. The counselor will take every precaution to ensure technologically secure and environmentally private psychotherapy sessions.

Client Responsibilities for Tele Mental Health Therapy Services:

The virtual sessions can only be conducted while the client is within the state of Texas. The virtual sessions must be conducted on a Wi-Fi connection for the best connections and to minimize disruption. LWC strongly suggest that the client only communicate through a device that you know is safe and technologically secure (e.g. has a firewall, anti-virus software installed, is password protected, not accessing the internet through a public wireless network, etc.) Do not use "auto-remember" names and passwords. Make sure you have checked your company's policy before using a work computer for personal communication. As the client, you are responsible for finding a private, quiet location where the sessions may be conducted. Sessions are not able to take place if other individuals are present in your location. Consider using a "do not disturb" sign/note on the door.

Identity and Location:

The counselor is required to verify the client's identity and location at the start of each session.

In Case of Technology Failure:

I (The Client), understand that during a Tele Mental Health session we could encounter a technological failure. Difficulties with hardware, software, equipment, and/or services supplied by a 3rd party may result in service interruptions. If something occurs to prevent or disrupt any scheduled appointment due to technical complications and the session cannot be completed via online video conferencing, please call LWC at 817-238-0106. Please make sure you have a phone with you and the counselor has that phone number. The counselor may also reschedule if there are problems with connectivity.

Email:

Email may compromise client confidentiality. If the client is in a crisis, please do not communicate this to LWC via email because LWC may not see it in a timely manner. Instead, please see below under "Emergency Management Plan."

Interactive Video, Electronic Medical Record, Secure Email for Documents:

LWC shall utilize TheraNest for interactive video which is considered HIPPA compliant and secure. TheraNest is the software where client's Electronic Medical Records will be stored and also used to organize client appointment, notes and billing. Client records will be maintained within TheraNest according to the Texas LPC Rules for 6 years after your final counseling session. The LMFT Rules require records to be kept for 6 years for adults and 6 years past the age of 18 for a client, who is a minor.

Credit Card Processing:

Signapay is the company that processes the client’s credit card information. The credit card holder will receive an email receipt indicating the credit card was used for services, the date it was used and the amount that was charged. Additionally, please be aware that the transaction will appear on the cardholder’s credit card bill.

Emergency Management Plan:

When calling or emailing, LWC administration staff can usually return a call or message within 24 hours during regular business hours. If the counselor is unavailable in the event of an emergency, it is imperative that the client is aware of resources in the area. The client will need to provide information for an emergency contact person.

You may alternatively follow this plan:

1. Call Lifeline at (800) 273-8255 (National Crisis Line)
2. Call 911
3. Go to the emergency room of your choice.

The client agrees to take full responsibility for the security of any communications or treatment on their personal computer or electronic device and in the client’s physical location. The client understands they are solely responsible for maintaining the strict confidentiality of the client portal user ID, password, and/or connectivity link. The client shall not allow another person to use their user ID or connectivity link to access services. The client also understands that they are responsible for using this technology in a secure and private location so that others cannot hear private conversations.

The client understands that there will be no recording of the online session and that all information disclosed within sessions and the written records pertaining to those sessions are confidential and may not be revealed to anyone without written permission, except where disclosure is required by law.

Consent for Tele Mental Health Services Treatment:

The client voluntarily agrees to receive online therapy services for an assessment, continued care, treatment, or other services and authorize Lake Worth Counseling to provide such care, treatment or services as are considered necessary and advisable. The client understands and agrees that he/she will participate in the planning of care, treatment or services and that he/she may withdraw consent for such care, treatment or services that he/she receives through Lake Worth Counseling at any time. By signing this Informed Consent, the undersigned client, acknowledge that he/she has both read and understood all the terms and information contained herein. Ample opportunity has been offered to the client to ask questions and seek clarification of anything unclear to the client.

Please know that Lake Worth Counseling has the utmost respect and positive regard for our clients and their well-being. LWC invites clients to keep communication open at all times to reduce any possible harm. Please use technology with discretion; only communicate limited information such as appointment requests, cancellations or estimated times of arrival.

Informed Consent for Tele Mental Health Services

Patient/Client Signature

Date: _____
Parent/Guardian/Legal Representative Signature (if minor or needed otherwise)