

Informed Consent for Tele Mental Health Services

The following information is provided to clients who are seeking Tele Mental Health therapy. This document covers your 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 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. Currently, the two-way encryption requirement has been relaxed as the mental health field works to meet the current demand. 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). For that reason, it is advised that you have your phone close by in case of interruption. 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, I might not see various details such as facial expressions. Or if audio quality is lacking, I might not hear differences in your tone of voice that I could easily pick up if you were in my office.

Additionally, the therapy office decreases the likelihood of interruptions. However, there are ways to minimize interruptions and maximize privacy and effectiveness. As the therapist, I will take every precaution to insure 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.

I strongly suggest that you 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:

I am required to verify your identity and location at the start of each session.

In Case of Technology Failure:

I 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 the therapist back at 214-505-0745. Please make sure you have a phone with you and that I have that phone number. I may also reschedule if there are problems with connectivity.

Email:

Email may compromise your confidentiality. If you are in a crisis, please do not communicate this to me via email because I may not see it in a timely manner. Instead, please see below under "Emergency Management Plan."

Please use the TherapyAppointment website to send secure communications.

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

I am currently using zoom.us for interactive video. TherapyAppointment is the software where your Electronic Medical Record will be stored and includes Secure Socket Layer (SSL) 3.0 protocol with 128-bit encryption for secure communications. This should be used as the primary method of your personal communication with me. Your record will be maintained within TherapyAppointment according to the Texas LPC Rules for 6 years after your final counseling session. The LPC 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:

Square is the company that processes your credit card information. The credit card holder will receive an email receipt by secure email indicating the credit card was used for my services, the date it was used and the amount that was charged. Additionally, please be aware that the transaction will appear on your credit card bill.

Emergency Management Plan:

When calling or messaging, I can usually return a call or message within 24 hours. If I am unavailable in the event of an emergency, it is imperative you are aware of resources in your area. As a precaution, please identify two (2) nearby emergency hospitals below. In addition, you will need to provide information for an emergency contact person. These all must be completed to participate in Tele Mental Health services.

 Hospital Name and Location: 	
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Hospital Telephone Number:	
Emergency Contact Person:	
Relationship:	Phone Number:

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.

I agree to take full responsibility for the security of any communications or treatment on my own computer or electronic device and in my own physical location. I understand I am solely responsible for maintaining the strict confidentiality of my user ID, password, and/or connectivity link. I shall not allow another person to use my user ID or connectivity link to access services. I also understand that I am responsible for using this technology in a secure and private location so that others cannot hear my conversations.

I understand that there will be no recording of any of the online sessions 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 my written permission, except where disclosure is required by law.

Consent for Tele Mental Health Services Treatment:

I voluntarily agree to receive online therapy services for an assessment, continued care, treatment, or other services and authorize DM Psychotherapy Services to provide such care, treatment or services as are considered necessary and advisable. I understand and agree that I will participate in the planning of my care, treatment or services and that I may withdraw consent for such care, treatment or services that I receive through DM Psychotherapy Services at any time. By signing this Informed Consent, I, the undersigned client, acknowledge that I have both read and understood all the terms and information contained herein. Ample opportunity has been offered to me to ask questions and seek clarification of anything unclear to me.

Please know that I have the utmost respect and positive regard for you and your well-being. I invite you to keep our 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.

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Patient/Client Signature	
Parent/Guardian/Legal Representative Signature	(if minor or needed otherwise)
Date	