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INFORMATION, AUTHORIZATION, & CONSENT
TO TELEMENTAL / TELEBEHAVIORAL HEALTH TREATMENT

This document is designed to inform you about what you can expect from your counselor regarding confidentiality, emergencies, and several other details regarding your treatment as it pertains to the use of TeleMental / TeleBehavioral Health. **Please bear with me as this form is long due to the extensive requirements of the State Board of Examiners.** Additionally, please note that I am only able to conduct TeleMental / TeleBehavioral Health sessions in the State of Texas.

TeleMental / TeleBehavioral Health is defined as follows:

“TeleMental / TeleBehavioral Health means the mode of delivering services via technology-assisted media, such as but not limited to, a telephone, video, internet, a smartphone, tablet, PC desktop system or other electronic means using appropriate encryption technology for electronic health information.”

TeleMental / TeleBehavioral Health is a relatively new concept even though many therapists have been using technology-assisted media for years. Breaches of confidentiality over the past decade have made it evident that Personal Health Information (PHI) as it relates to technology needs an extra level of protection. Additionally, there are several other factors that need to be considered regarding the delivery of TeleMental / TeleBehavioral Health services in order to provide you with the highest level of care. Therefore, I have completed specialized training in TeleMental / TeleBehavioral Health from the TeleBehavioral Health Institute and am a **TBHI Board Certified Telehealth Professional**. I have also developed several policies and protective measures to assure you PHI remains confidential. These are discussed below.

The Different Forms of Technology-Assisted Media Explained Telephone via Landline:

It is important for you to know that even landline telephones may not be completely secure and confidential. There is a possibility that someone could overhear or even intercept your conversations with special technology. Individuals who have access to your telephone or

your telephone bill may be able to determine who you have talked to, who initiated that call, and how long the conversation lasted. If you have a landline and you provided me with that phone number, I may contact you on this line from my own landline in my office or from my cell phone, typically only regarding setting up an appointment if needed. If this is not an acceptable way to contact you, please let me know. Telephone conversations (other than just setting up appointments) are billed at my hourly rate.

Cell phones:

In addition to landlines, cell phones may not be completely secure or confidential. There is also a possibility that someone could overhear or intercept your conversations. Be aware that individuals who have access to your phone or your cell phone bill may be able to see who you have talked to, who initiated that call, how long the conversation was, and where each party was located when that call occurred. **Text messaging is not a secure means of communication and may compromise your confidentiality.** However, I realize that most people have and utilize a cell phone. I may also use a cell phone to contact you, typically only regarding setting up an appointment if needed. Telephone conversations (other than just setting up appointments) are billed at my hourly rate. Additionally, I keep your phone number in my cellphone, but it is listed by your initials only and my phone is password protected. If this is a problem, please let me know, and we will discuss our options.

Email:

Email is not a secure means of communication and may compromise your confidentiality. However, I realize that many people prefer to email because it is a quick way to convey information. Nonetheless, please know that it is my policy to utilize this means of communication strictly for appointment confirmations. Please do not bring up any therapeutic content via email to prevent compromising your confidentiality. You also need to know that I am required to keep a copy or summary of all emails as part of your clinical record that address anything related to therapy.

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.) If you are in a crisis, please do not communicate this to me via email because I may not see it in a timely matter. Instead, please see below under “Emergency Procedures”.

Social Media-Facebook, Twitter, LinkedIn, Instagram, Pinterest, Etc.

It is my policy not to accept “Friend” or “connection” requests from any current or former client on my personal social networking sites such as Facebook, Twitter, Instagram, Pinterest, etc. because it may compromise your confidentiality and blur the boundaries of our relationship.

However, Lifeway Counseling Center has a professional Facebook page. You are

welcome to “follow” me on this professional page where I post counseling information. However, please do so only if you are comfortable with the general public being aware of the fact that your name is attached to Lifeway Counseling Center. Please refrain from making contact with me using social media messaging systems such as Facebook Messenger. These methods have insufficient security, and I do not watch them closely. I would not want to miss an important message from you.

Video Conferencing (VC):

Video Conferencing is an option for us to conduct remote sessions over the internet where we not only can speak to one another, but we may also see each other on a screen. I utilize the platform integrated into Simple Practice. This VC platform is encrypted to the federal standard, HIPAA compatible, HITRUST compatible, and NIST compatible. They have also has signed a HIPAA Business Associate Agreement. The BAA means that Simple Practice is willing to attest to HIPAA compliance and assumes responsibility for keeping our VC interaction secure and confidential.

If we choose to utilize this technology, you can start an appointment directly from your web browser on your computer or tablet or mobile phone using Firefox or Google Chrome. You will automatically receive an email reminder that includes a link to join the video call. I also ask that you please sign on to the platform at least five minutes prior to your session time to ensure we get started promptly. Additionally, you are responsible for initiating the connection with me at the time of your appointment. I strongly suggest that you only communicate through a computer or device that you know is safe (e.g. has a firewall, anti-virus software installed, is password protected, not accessing the internet through a public wireless network, etc.).

Electronic Record Storage:

Your communications with me will become part of a clinical record of treatment, and it is referred to as Protected Health Information (PHI). Your PHI will be stored electronically with Simple Practice, a secure storage company who has signed a HIPAA Business Associate Agreement (BAA). The BAA ensures that they will maintain the confidentiality of your PHI in a HIPAA compatible secure format using point-to-point, federally approved encryption.

Electronic Transfer of PHI for Billing Purposes:

I utilize CHASE as the company that processes your credit card information. This company may send the credit card-holder a text or an email receipt indicating that you used that credit card for my services, the date you used it, and the amount that was charged. This notification is usually set up two different ways – either upon your request at the time the card is run or automatically. Please know that it is your responsibility to know if you or the credit card holder has the automatic receipt notification set up in order to maintain your confidentiality if you do not want a receipt sent via text or email. Additionally, please be aware that the transaction will also appear on your credit card bill.

Your Responsibilities for Confidentiality & TeleMental / TeleBehavioral Health

Please communicate only through devices that you know are secure as described above. It is also your responsibility to choose a secure location to interact with technology-assisted media and to be aware that family, friends, employers, co-workers, strangers, and hackers could either overhear your communications or have access to the technology that you are interacting with. Additionally, you agree not to record any TeleMental / TeleBehavioral Health sessions.

Communication Response Time

I am required to make sure that you're aware that I'm located in Texas and therefore abide by the Central Time Zone. Lifeway Counseling Center is an outpatient facility, and is set up to accommodate individuals who are reasonably safe and resourceful. I am not on call 24 hours and am not available at all times. If at any time this does not feel like sufficient support, please inform me, and we can discuss additional resources or transfer your case to a therapist or clinic with 24-hour availability. I will return phone calls within 24 hours. However, I do not return calls or emails on weekends or holidays. If you are having a mental health emergency and need immediate assistance, please follow the instructions below.

In Case of an Emergency

If you are in crisis, please call the 24-hour crisis hotline @ 1-800-758-3344, the SAMHSA Treatment Referral Helpline @ 1-877-726-4727, 911 or go to your nearest hospital emergency room.

Emergency Procedures Specific to TeleMental / TeleBehavioral Health Services

There are additional procedures that we need to have in place specific to TeleMental / TeleBehavioral Health services. These are for your safety in case of an emergency and are as follow:

- You understand that if you are having suicidal or homicidal thoughts, experiencing psychotic symptoms, or in a crisis that we cannot solve remotely, I may determine that you need a higher level of care and TeleMental / TeleBehavioral Health services are not appropriate.
- I require an Emergency Contact Person (ECP) who I may contact on your behalf in a life-threatening emergency only. Please provide this person's name and contact information where indicated on this form. Your signature at the end of this document indicates that you understand I will only contact this individual in the extreme circumstances stated above.
- You agree to inform me of the address where you are at the beginning of every TeleMental / TeleBehavioral Health session.

- You agree to inform me of the nearest mental health hospital to your primary location that you prefer to go to in the event of a mental health emergency (usually located where you will typically be during a TeleMental / TeleBehavioral Health session). Please list this hospital and contact number where indicated on this form.

In Case of Technology Failure

During a TeleMental / TeleBehavioral Health session, we could encounter a technological failure. The most reliable backup plan is to contact one another via telephone. Please make sure you have a phone with you, and I have that phone number. If we get disconnected from a video conferencing or chat session, end the session on your electronic device and restart the session. If we are unable to reconnect within ten minutes, please call me. If we are on a phone session and we get disconnected, please call me back or contact me to schedule another session. If the issue is due to my phone service, and we are not able to reconnect, I will not charge you for that session.

Structure and Cost of Sessions

I may provide phone, and/or video conferencing if your treatment needs determine that TeleMental / TeleBehavioral Health services are appropriate for you. If appropriate, you may engage in either face-to-face sessions, TeleMental / TeleBehavioral Health, or both. We will discuss what is best for you.

The structure and cost of TeleMental / TeleBehavioral Health sessions are the same as face-to-face sessions described in my New Client Intake form. **I require a credit card ahead of time for TeleMental / TeleBehavioral Health therapy for ease of billing.** Please sign the Credit Card Authorization Form, which was sent to you separately and indicates that I may charge your card without you being physically present. Your credit card will be charged at the conclusion of each TeleMental / TeleBehavioral Health interaction. This includes any therapeutic interaction other than setting up appointments. Visa, MasterCard, Discover, or American Express are acceptable for payment, and I will provide you with a receipt of payment and the services that I provided. The receipt of payment & services completed may also be used as a statement for insurance if applicable to you (See Below)

Insurance companies have many rules and requirements specific to certain benefit plans. Currently, many do not cover TeleMental / TeleBehavioral Health services. Unless otherwise negotiated, **it is your responsibility to find out your insurance company's policies and to file for insurance reimbursement for TeleMental / TeleBehavioral Health services.** As stated above, I will be glad to provide you with a statement for your insurance company and to assist you with any questions you may have in this area.

You are responsible for the cost of any technology you may use at your own location. This includes your computer, cell phone, tablet, internet or phone charges, software, headset, etc.

Cancellation Policy

In the event that you are unable to keep either a face-to-face appointment or a TeleMental / TeleBehavioral Health appointment, you must notify me at least 24 hours in advance. If such advance notice is not received, you will be financially responsible for the session you missed. Please note that insurance companies do not reimburse for missed sessions.

Limitations of TeleMental / TeleBehavioral Health Therapy Services

TeleMental / TeleBehavioral Health services should not be viewed as a complete substitute for therapy conducted in my office, unless there are extreme circumstances that prevent you from attending therapy in person. It is an alternative form of therapy or adjunct therapy, and it involves limitations. 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 a tear in your eye. Or, if audio quality is lacking, I might not hear the crack in your voice that I could easily pick up if you were in my office.

There may also 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.

Consent to TeleMental / TeleBehavioral Health Services

Please check the TeleMental / TeleBehavioral Health services you are authorizing me to utilize for your treatment or administrative purposes. Together, we will ultimately determine which modes of communication are best for you. However, you may withdraw your authorization to use any of these services at any time during the course of your treatment just by notifying me in writing. If you do not see an item discussed previously in this document listed for your authorization below, this is because it is built-in to my practice, and I will be utilizing that technology unless otherwise negotiated by you.

- Email
- Video Conferencing
- Cell Phone
- Land Line (if applicable)

In summary, technology is constantly changing, and there are implications to all the above that we may not realize at this time. Feel free to ask questions, and please know that I am open to any feelings or thoughts you have about these and other modalities of communication and treatment.

Please complete, print, date, and sign your name below indicating that you have read and understand the contents of this form, you agree to these policies, and you are authorizing me to utilize the TeleMental / TeleBehavioral Health methods discussed.

Client Name: _____

Phone to be used for text appointment notification and reminders: _____

Email Address to be used for appointment notification and reminders:

Client physical location (address) during TeleMental / TeleBehavioral Health counseling sessions: _____

Phone number to be used should internet connection fails: _____

Emergency Contact Person: (Name) _____

(Address) _____

(Relationship) _____

(Phone Number) _____

Local Police Department: (Name of Department and Number)

Local Hospital: (Name) _____

(Phone) _____

(Address) _____

Primary Care Physician: (Name) _____

(Phone) _____

(Address) _____

Psychiatrist: (Name) _____

(Phone) _____

(Address) _____

****The signature below indicates contractual agreement to all terms outlined in this document.**

Client Printed Name

Signature

Date