

## Lighthouse Counseling Services, LLC A GUIDING LIGHT THROUGH THE STORMS OF LIFE

## Tele-Therapy Guidelines, Terms of Use and Consent

Thank you for choosing Lighthouse Counseling Services, LLC for your care. It is important that you read each item carefully. If you have any questions about the items below, please discuss them with your provider at your appointment.

By agreeing to web-based therapy services offered by Lighthouse Counseling Services, LLC, you are providing informed consent to the terms and conditions of this service; you acknowledge that you understand the nature of online counseling services as well as the duties, qualifications, and limitations of our therapists, and that Lighthouse Counseling Services, LLC has provided you with this information.

**Lighthouse Counseling Services, LLC Therapists:** All therapists offering web-based therapy are licensed mental health professionals and are trained in the assessment and treatment of various mental health disorders. All therapists are required by their professional licensing boards to maintain current training and ethical standards of practice – these same standards apply in the arena of tele-therapy in exactly the same manner as with office-based therapy. Therapists at Lighthouse Counseling Services, LLC are all professionals able to provide therapeutic services either in-office or in a virtual office.

Eligibility: All our therapists are trained to screen for disorders, which may not be appropriate for this method of treatment. If you, as a client of Lighthouse Counseling Services, LLC, have any history of major psychiatric episodes, hospitalizations or drug/alcohol dependence or have been diagnosed as any of the following: Borderline Personality Disorder, Bipolar Disorder Type 1, Mentally Ill/Chemically Addicted, and/or Schizophrenia - you must disclose this information to your Practitioner at the initial meeting. In these circumstances, web-based therapy will not be provided; instead in-office therapy will be offered. Additionally, web-based therapy is ruled out if a client states any desire to do harm to him/herself or others. Lighthouse Counseling Services, LLC therapists reserve the right to terminate tele-therapy service with a client if service expectations are incompatible. Lighthouse Counseling Services, LLC also reserves the right to terminate client use of tele-therapy, and may refuse all current or future use at any time. In these situations, office-based therapy will be offered, or a referral to another agency may be made.

**About Tele-Therapy:** Also known as telepractice, cyberpsychology, telemental health, behavioral telehealth, and online or virtual therapy, tele-therapy counseling is providing a psychotherapy service that is not "in person" and is facilitated through the use of technology. Our therapists use secure, encrypted web-based platforms, with a 'virtual office' accessible only to the client and the therapist, and with the therapist 'locking' the virtual office when the client and therapist can view one another in the virtual office so as to ensure no other persons may enter. Tele-therapy is subject to all practice and ethical considerations discussed in this document, and in the laws, rules and regulations governing licensed practice in Minnesota.

**Possible disadvantages to tele-therapy include but are not limited to:** cultural differences; language barriers; inconsistency of internet connection; lack of client access to a web cam; or disruptions such as phone calls or other individuals who may interrupt the client's home, office or other environment while meeting with their therapist virtually. Any of these disadvantages may impact the delivery of services. Clients will be asked to provide off-line contact information such

as a phone number in case of a technology breakdown or loss of internet connection. Clients will not fault Lighthouse Counseling Services, LLC or issue any warranty for the failure of the internet or the web-based platform's performance. In cases of internet or technology failure, the session can be continued via telephone, or will be rescheduled.

Advantages of web-based therapy include but are not limited to: allowance for clients to attend virtual sessions from home or office, convenience of and less time required for attendance of regular therapy sessions, lack of need for travel to a clinic location, high level of confidentiality due to the secure nature of web-based therapy, and the ability for clients to address mental health concerns as if in an office setting; the only difference is that the client and therapist are meeting in a 'virtual office' rather than a clinic office.

\*Due to the current public health concerns related to the COVID-19 virus, initial appointments may also be conducted virtually.

Online Boundaries: Clients should understand both the boundaries and expectations related to forming therapeutic relationships online. Any requests to Lighthouse Counseling Services, LLC therapists for "friendship", business contacts, direct or "@"replies, "re-Tweets", "tagging", blog responses or requests for a blog response within social media sites will be ignored to preserve the integrity of the therapeutic relationship and protect sensitive information. You, as a client, understand that posting verbatim information from your communications with your therapist to any third-party site, such as Facebook, is discouraged in order to protect the therapeutic process. Clients who choose to do so cannot hold Lighthouse Counseling Services, LLC or its therapists accountable for any effects this action may have. Any audio, video or use of other technology, such as a 'smart' device, by a client, to record web-based therapy sessions is completely discouraged, again to protect the confidentiality of the therapeutic process. Lighthouse Counseling Services, LLC and its therapists are not accountable if clients choose to do any of the above while meeting virtually with their therapist.

**Scope of Practice:** As with office-based therapy, our licensed professionals follow state laws and codes of ethics as applicable in the provision of tele-therapy, and comply with all professional licensing board requirements to remain in good standing as a licensed mental health professional. Residents of the State of Minnesota are eligible to receive tele-therapy through Lighthouse Counseling Services, LLC from providers licensed to practice in Minnesota. Due to professional licensing standards, and the appropriate and necessary oversight for all licensed mental health professionals, only staff licensed in the state where the client resides may provide services to that client. If a client misrepresents their state of residence, Lighthouse Counseling Services, LLC and its therapists are not accountable for this misrepresentation. Lighthouse Counseling Services, LLC tele-therapy is not available to clients who live in a country that is prohibited by law, regulation, treaty, or administrative act from entering into trade relations with the United States.

**Nature of Counseling:** You agree that you understand the possible advantages and disadvantages of tele-therapy and shall not hold Lighthouse Counseling Services, LLC or its therapists liable for any information or insight distributed here.

## **Other Considerations:**

1. You need to have an internet connection and a computer webcam and speakers, or a smartphone in order to use video-conferencing telehealth. WITH YOUR PERMISSION, WE ARE ABLE TO USE FACETIME OR SKYPE DURING THE COVID-19 EMERGENCY, HOWEVER THESE PLATFORMS ARE NOT HIPAA COMPLIANT.

- 2. It is important to be in a quiet, private space that is free of distractions during the session. We request that you conduct your session in a setting that is well lit. Please also note that bright lights or windows behind you will obscure your on-screen presence, so we ask that you minimize this exposure.
- 3. It is important to use a secure internet connection rather than public/free Wi-Fi.
- 4. It is important to be on time. If you need to cancel or change your telehealth appointment, please notify your therapist at least 24 hours in advance by phone or email.
- 5. We need a back-up plan (e.g., phone number where you can be reached) to restart the session or to reschedule it, in the event of technical problems.
- 6. We need a safety plan that includes at least one emergency contact and the closest ER to your location, in the event of a crisis situation.

**Fees:** Web-based therapy is covered by most third party insurance. Any deductible, co-pay or co-insurance may be collected at the time of service using a credit card or clients may be given the option to pay using an emailed or postal mailed invoice. The standard no-show fees for failing to give 24 hours notice before cancelling continue to apply for tele-therapy. Clients who choose to pay for therapy services out-of-pocket may also choose tele-therapy and the payment methods above also apply in that situation.

**Email:** In one or two days prior to the start time of a scheduled tele-therapy session, the therapist will send a link to the virtual office via their secure Lighthouse Counseling Services, LLC email to the email address on file for the client. By agreeing to participate in tele-therapy, the client authorizes Lighthouse Counseling Services, LLC to send these emails to the email address on file and acknowledges that it is the client's responsibility to maintain the security of their own email account.

**Please note:** Lighthouse Counseling Services, LLC does not have front office staff at any of our locations, so it is imperative that you understand how to contact us when there is no one answering our main number:

- 1. For urgent matters, please call and leave a message or text (651)964-0235 for a more timely reply. If after business hours, please be prepared to leave us a message or text, call your local crisis line (a list of those numbers can be found under the Resources tab at the top of our homepage: <a href="www.lighthousecounselingtc.com">www.lighthousecounselingtc.com</a>). If you have a life-threatening emergency, please call 911.
- 2. Maintaining the confidentiality of electronic communication to/from your therapist is your responsibility once it is in your possession.
- 3. Any electronic communication your therapist receives from you will be added to your client file, making it potentially available to third parties requesting your file (e.g. attorney/legal system, insurance company, or government agency).
- 4. Your therapist may take up to two business days to respond to electronic communication.
- 5. Some issues are better addressed during a session in order to devote the time necessary for planning and resolution.

**Security:** Lighthouse Counseling Services, LLC utilizes a private network and an encrypted connection for therapeutic exchanges in a 'virtual office' for which individual therapists maintain their own unique password and which will be locked upon commencement of the session. No recordings of any web-based therapy appointments will be made. The therapist will, as with office-based therapy, maintain a clinical record of the therapeutic process, including a diagnostic

assessment, treatment plan, and progress notes for each kept appointment. Tele-therapy clients are strongly advised to access the internet via a wired Ethernet connection on a private password-protected network for greatest security and confidentiality. If a client chooses to use a shared or unsecured wireless network, it is at the client's own risk and Lighthouse Counseling Services, LLC will not be liable for any breach of confidentiality resulting from an unsecured network connection.

By signing below I acknowledge that I have read and understand the above disclosure regarding the nature of tele-therapy. I acknowledge that I am willingly engaging in this type of therapy and will inform my therapist if I have any concerns about whether tele-therapy is appropriate for my treatment at any time in the future. I understand that I have the right to withhold or withdraw my consent to the use of tele-therapy in the course of my care at any time, without affecting my right to future care or treatment. I hereby give my consent for the use of tele-therapy in my treatment.

## Attestation for Consent Printed Name of Patient \_\_\_\_\_ Printed Name of Legal Guardian (if applicable) \_\_\_\_\_ Signature of Patient (or Legal Guardian if applicable) \_\_\_\_\_ Date: \_\_\_\_\_ Phone Number: \_\_\_\_\_

A signed copy of this page must be included in your client file.