

Counselor-Client Agreement & Technology Informed Consent Addendum

THIS AGREEMENT and INFORMED CONSENT is agreed to be effective once signed by both the client and Spirit Christian Counseling Center representative (hereinafter “Counselor”). This agreement, containing relevant practice management information, also functions as a Tele-Counseling Informed Consent document for Spirit Christian Counseling clients. This document is an addendum to the already existing client Informed Consent document (hereinafter “Primary Informed Consent”). All policies of the Primary Informed Consent document are considered to still apply. This document is intended to address therapy, administrative, and confidentiality differences in Tele-Counseling in lieu of Face-to-Face Counseling in a physical setting.

Section 1 - SERVICES

1. The Counselor providing services has received at least 24 hours of training in providing Counseling services via technological modality as required by the State of Texas.
2. Duties (Legal). Counselor agrees to competently perform only professional work that is lawful and within the bounds of Counselor’s license via the application used for tele-counseling services
3. Duties (Fee Collection). For online and phone clients, Counselor agrees to collect fees via credit card information provided by the client at the time of service, and not accept payment from the client or by any other method.
4. All On-Line Counseling sessions will be performed via the V-See secure, HIPAA compliant application which is designed for use by Health Care professionals for video-conferencing and tele-health.
5. System Requirements – The V-See application is designed to run on intel or apple computers with internet, video-camera, and audio capabilities. The application is also available for smart phones and tablet systems.
6. Once the client requests tele-counseling services they will receive an invitation from the counselor to a V-See session. The invitation will provide application download instructions. Once the application is loaded onto the system the system/device will be ready for the session.

Alternative Connection Instructions.

Not all Internet connections are reliable or stable. In case of disconnection the client will call the counselor at 469-660-8620 to re-establish the counseling connection. If the Counselor does not hear from the client within 5 minutes, the counselor will contact the client via phone. The client agrees tht if the counselor is unable to contact the client within 10minutes of the disconnection, that a state of emergency exists and the Counselor is authorized to contact the emergency contact in the client information form or local authorities to re-establish the safety of the client

Client Initials

Section 2 - ADVANTAGES AND LIMITATIONS OF TELE-COUNSELING SERVICES.

Tele-Counseling may possess both advantages and limitations that will directly affect you, the client. Some of the advantages of Tele-Counseling include convenience, affordability, flexibility, a sense of safety, anonymity, and decreased social stigma. The limitations include, but are by no means limited to, the lack of non-verbal communications, pragmatic challenges of building rapport over a distance, and the potential for Tele-Counseling to be less effective treatment than in-person services. There is an increasing foundation of research regarding Tele-counseling practice, and concerned clients are encouraged to look into this research before agreeing to Tele-Counseling services.

Section 3 – Confidentiality and Connection concerns in Tele-Counseling

CONFIDENTIALITY POLICY. As with Face-to-Face sessions, all therapeutic communications, records, and contacts with professional and support staff will be held in strict confidence. Information may be released, in accordance with state law, only when (1) the client signs a written release of information indicating informed consent to such release; (2) the client expresses serious intent to harm himself/herself or someone else, clearly identified; (3) there is evidence or reasonable suspicion of abuse against a minor child, elder person (sixty-five years or older), or dependent adult; or (4) a subpoena or other court order is received directing the disclosure of information.

Clients with any concerns or questions about this policy and their limits of confidentiality agree to raise them with their counselor at the earliest possible time to resolve them in the client's best interest.

Confidentiality is an important issue to Spirit Christian Counseling Centers. Clients are to be aware that there is a possibility that confidential information, while encrypted, could be intercepted during transit (over phone lines, or through the Internet). However, some experts maintain that confidentiality in distance counseling—especially online—occupies equivalent security to face-to-face counseling.

Confidentiality in Tele-Counseling is more often compromised by “casual security breaches” such as persons listening by the door of a client during a Tele-Counseling session (Derrig-Palumbo & Zeine, 2005, p. 42). Confidentiality is also breached when others occupy the same room as the client during their session – especially if the client makes the Tele-Counseling session connection in public settings as in Airport Terminals or Coffee Shop and Internet Café locations.

Counselors at Spirit Christian Counseling Centers ensure the Counselor site is occupied by the Counselor only, and sound machines are employed to ensure by-passers are unable to hear any portion of the content of their communications. Clients are encouraged to take similar precautions. The integrity of the space confidentiality will be verified by the counselor before each Tele-Counseling session. The client agrees that the integrity of the client space and risk regarding allowing others to overhear will be the sole responsibility of the client.

Client Initials

Section 3 - FEES AND INSURANCE POLICY.

1. Full Fees per session are the same as Face-to-Face Counseling: \$130 per hour for individual sessions, \$150 per hour for couple and intake sessions.
2. Full payment shall be made, by the client, at the beginning of each session via credit card payment.
3. Clients agree to pay the Full Fee or the insurance co-pay. Clients are strongly encouraged to ensure their insurance plan covers sessions provided via technological means before attending sessions
4. Clients agree to pay the Full Fee for current and past sessions should services be declined by their insurance carrier.

CANCELLATION POLICY. As in Face-to-Face counseling, scheduled sessions between a client and counselor may be cancelled and/or rescheduled 24 hours before the scheduled session time without charge.

Cancellations less than 24 hours before the scheduled session, or in the event of a no-show, a late cancellation fee of \$95 will be charged to the account. The Client agrees to be responsible for the entire late fee even if using insurance – insurance coverage does NOT cover late cancellation fees.

If a client is late for a session, the session will continue as planned, however the session cannot be extended to make up for the late start. For example, if a session is scheduled from 3:00-3:50, and a client “arrives” at a quarter past the hour, the session must still end at the designated time of 3:50. If a counselor is tardy, sessions may be extended to make up for the tardiness. If an extended session is not desired by the client, the session can be rescheduled, fees can be pro-rated, or the client can request the time be added to another session on another day.

WORK AGREEMENT. It is agreed that the client shall make a good-faith effort at personal growth and engage in the counseling process as an important priority at this time in his or her life. Client gain is most important in professional counseling. Suspension, termination, or referral shall be discussed between counselor and client if a pattern of behavior shows disinterest or lack of commitment, or if any unresolved conflict or impasse between counselor and client occurs.

Spirit Christian Counseling Center Counselors assess the suitability of potential clients for Tele-Counseling care. Tele-Counseling may be insufficient to provide ongoing service to clients with severe pathology, or who are in crisis or life-threatening situations. If the Counselor anticipates that a potential client will or might require in-person care at some point, the counselor shall inform the client of this observation.

Client Initials

POINT-OF-SERVICE. For a client who resides outside the Counselor's state of residence and professional licensure, the client agrees that by utilizing these counseling services, the client agrees that he or she is soliciting the services of a professional outside of his or her state of residence. By doing this, the client agrees that the "point-of-service" of counseling is to occur in the counselor's state of residence and licensure, not the client's. In essence, the client is using the telephone or the Internet (the "information highway") to virtually travel to the counselor (the counselor's state of professional practice). Hence, counselors are accountable to and agree to abide by the ethical and legal guidelines prescribed by their state of licensure and residence. By agreeing to solicit the counselor's services, the client agrees to these terms. If you do not understand, or have any questions regarding this issue, please feel free to ask the counselor about this issue, or contact Spirit Christian Counseling Center at SpiritCounselingTx.com.

INFORMED CONSENT AGREEMENT

We, the undersigned counselor and client, have read, discussed together, and fully understand this agreement and the stated policies. We agree to honor these policies and will respect one another's views and differences in their outworking. We have also agreed to an initial definition of professional work and to the fee to be paid by the client.

This Agreement shall be governed by and shall be construed in accordance with the laws of the State of Texas. I (the client) agree that the Electronic Signature below constitutes my physical signature for this agreement.

Signature Date _____

Printed (or typed) Name

Address & Phone:

E-Signature:

(Replace Empty Box with Blackened Box Here to Enter Into Binding Obligation):

*This may be done in Microsoft Word by double-clicking on the above unfilled box, choosing a blackened box, and then clicking "Insert." Alternatively, one can use the commands "Insert" and "Symbol," choose the blackened box, and then click "Insert."