

## **Online Counseling Client/Counselor Agreement**

### **ONLINE COUNSELING AGREEMENT**

#### **Online Counseling Services**

I understand that the service being provided is online counseling, which is counseling delivered through written, audio or video communication via the internet. Online counseling can bring deeper insight and awareness, better ways of understanding and coping with problems, as well as improved relationships. I understand that online communication sometimes requires that I be willing to examine difficult topics or times in my life, to experience stronger than usual emotions, and to try out new and different behaviors.

Online counseling is a relatively recent technology that allows clients and counselors to meet outside of a physical office. The face-to-face connection can stay intact using video sessions but is lost when utilizing audio or messaging online platforms. Not all situations are ideal for online counseling which will be discussed further below. In some cases, physical visits are more beneficial. I have had success utilizing online counseling with clients in the past but cannot guarantee results. If there comes a time where I feel face-to-face counseling is more beneficial for your particular issue I will discuss this with you. You also always have the right to request a change in venue of communication.

#### **Documentation and Access**

I understand that during the online counseling services, Tim Welch, LPCC (known hereafter as “my counselor”) will need to securely collect and record personal information such as my name, address, and contact details as well as some on-going notes to document what happens during sessions.

#### **My Identity and Contact Information**

In all communications with my counselor I agree to honestly represent my identity and personal information. During the first visit online I agree to show identification verifying name, age and address. I also understand that I must list contact information for an emergency contact person and or agency in order to engage in online counseling with my counselor. I also agree to regularly update my address, telephone number, and e-mail address, as well as any contact information for my emergency contacts.

#### **Use of Technology and Limits of Communication**

Any communication by unsecured means (i.e., non-encrypted email, text messaging, instant messaging, etc.) will only be used for scheduling or for clarifying questions related to the services being provided. If I send any messages involving personal

information to my counselor without encryption, I agree to waive my privilege to confidentiality. In addition, I must assume full responsibility for the risks inherent in insecure Internet transmissions, including any losses or damages. I also agree not to post transcripts or any other recording of my counseling sessions online or to distribute them in any way. I have read and understood the section below on confidentiality.

Agreeing to engage in online counseling is an acknowledgment that I have adequate technical and practical knowledge of how to manage online communication along with the capability (appropriate devices such as smart phone or computer) to do it.

### **Online Counseling Precautions**

I understand that online counseling and face-to-face counseling involve important differences that limit the responsibilities assumed by my counselor. Unlike in face-to-face counseling, my counselor cannot guarantee the same degree of confidentiality since online counseling partially takes place in a space outside of my counselor's control (i.e., the internet and my physical location). Because online counseling takes place at a distance my counselor cannot reliably intervene in situations that may involve risk to my emotional or physical well-being (e.g., if I am in crisis, suicidal, or require hospitalization). This means I agree to take full responsibility for making the following treatment decisions:

- Whether and where I decide to initiate the online counseling.
- Whether and how I will protect the confidentiality of my conversation from my side of the teleconference.
- Planning in advance what I will do if I become in need of emergency emotional support, including knowing how to contact my local crisis or emergency hot-line.

### **Potential Risks**

1. Be aware that misunderstandings are possible with telephone, text-based and video counseling modalities because nonverbal cues are relatively lacking. Even with video webcam software, misunderstandings may occur due to connection problems causing image delays or less than optimal image quality. Counselors are observers of human behavior and gather much information from body language, vocal inflection, eye contact, and other non-verbal cues.
2. I understand that there is a risk that despite reasonable efforts on the part of my counselor that: the transmission of my medical information could be disrupted or distorted by technical failures; the transmission of my medical information could be intercepted by unauthorized persons; and/or the electronic storage of my medical information could be accessed by unauthorized persons. These risks are offset by my counselor's use of HIPPA-compliant services which are encrypted for online communications. Further, the contents of my counselor's electronic devices where the text and video apps are located are passcode locked. You are responsible for

securing your own computer hardware, internet access points, and password security.

3. I understand there will be a delay in responding to online text messages and should not use this service if in crisis. Using asynchronous (not in "real time") communication such as messaging entails a "lag" of response. My counselor will make every effort to respond to message requests within a 24-hour period. If in crisis please contact a crisis line 211 (see Ohio list below) or call 911.
4. I understand there are various risks related to the technology used, the distance between counselor and myself, and issues related to timeliness. For example, the potential risks of text message based counseling may include: (1) messages not being received and (2) confidentiality being breached, lack of password protection or leaving information on a public access computer in a library or internet café. Messages could fail to be received if they are sent to the wrong address. Confidentiality could be breached in transit by hackers or Internet service providers or at either end by others with access to your account or computer.
5. I understand when accessing the internet from public locations such as a library, computer lab, or café or restaurant I should consider the visibility of my screen to people around me along with other things that could violate my confidentiality.
  - Position yourself to avoid others' ability to read your screen.
  - Lock your device or screen if you have to be away for a couple minutes.
  - Public WiFi hotspots are normally not password protected leaving electronic information at risk from a hacker. Consider utilizing a secure VPN.
  - Using cell phones can also be risky in that signals are scrambled but rarely encrypted.
  - There is also a risk in using auto-fill user names and passwords as someone using your device could see your information.
  - Also consider your employer policies related to use of work computers for personal communication.
  - Be aware of who can hear your conversation. Remember all the encryption in the world can't regulate the volume of your voice.

## **Safeguards**

I have selected HIPAA compliant messaging and video communications along with cloud storage to allow for the highest possible security and confidentiality of the content of your sessions. All online platforms utilized will have a BAA acknowledging compliance with HIPAA. Your virtual "chat" and messages will be stored on your counselor's phone in a secure HIPAA compliant manner. If there is ever a breach within one of the HIPAA compliant apps your counselor will immediately notify you of what is recommend to do.

In order to benefit from these safeguards, you are responsible for creating and using additional safeguards when the computer you use to access services may be accessed by others, such as creating passwords to use the computer, keeping your email and chat IDs and passwords secret, and maintaining security of your internet access points. You and your counselor will also choose a password in the first session in order to verify

your identity if need be in the future. Please discuss any additional concerns in your first session so as to develop strategies to limit risk.

### **Appropriateness Of Online Counseling**

I understand that if my counselor believes I would be better served by another form of counseling service (e.g. face-to-face services, group therapy), I will be referred to a person who can provide such services in my area.

I understand that I may benefit from online counseling, but that results cannot be guaranteed or assured. Online counseling is a non-acute service and may not be appropriate for many types of clients including those who have numerous concerns over the risks of internet counseling, clients with active suicidal or homicidal thoughts, and clients who are experiencing active manic/psychotic symptoms. An alternative to receiving mental health services online would be receiving mental health services in person. Your counselor can and will assist you in exploring face-to-face options in your area. Please feel free to request a referral at any time you think a different counseling relationship would be more practical or beneficial for you.

### **Records**

Records will be maintained in your virtual file. These records can include notes, copies of transcripts of chat and any internet communication and session summaries. These records are confidential and will be maintained as required by applicable legal and ethical standards. All online therapy communication will be held only in HIPAA compliant apps on my phone. You will be asked in advance for permission before any audio or video recording would occur and no part of your chat or online communication will be posted on any online social media.

### **Fees**

Fees are to be paid via a secure payment system prior to the session start time. My counselor does not bill or accept insurance. There is no charge for cancellations or no-shows.

### **Emergency Contact Information**

In case of emergency or clear imminent harm to myself or another person, my counselor is legally and ethically bound to contact the appropriate authority. My counselor has my permission to contact my emergency contact (Ex. family doctor, a friend/family member, local emergency agency or appropriate authority).

*I understand that my counselor will not agree to provide counseling unless I list an emergency contact person or agency near me and contact information. I also understand that falsification of this information releases my counselor from all legal*

responsibility and repercussions related to notifying appropriate authorities in the case of an emergency.

### **Disconnection of Services**

I understand there can be a possible disruption of service in regards to connectivity. If there is ever a disruption of services on the internet then your counselor will attempt to reach out 2 more times via the same method you were just communicating through. If the inability to connect is still present then your counselor will email or call you with the email or phone number you signed up with to discuss how to proceed with the session or reschedule.

### **Counseling**

Online therapy is unique as you can touch base more often with your counselor when you need to. Your first online encounter with your counselor will be via a live 10 minute (free) video so as to answer any questions you may have and verify identity through you showing your counselor a form of official identification. If you are hesitant to utilize live video your Counselor will instruct you to turn off the video part of the online communication and just utilize audio. You and your counselor will set up a secret word to utilize if identity is ever in question. Protecting your health information is crucial and so this helps reduce someone else trying to obtain your protected health information.

Through messaging, your counselor will do their best to respond to your online messages within 24 hours and with the understanding that there will be a delay in response. For phone or video your counselor works in a 30 minute time frame.

### **Diagnosing & Assessments**

Your counselor will not diagnose or perform official mental health or drug and alcohol related assessments (Ex. No court ordered assessments, no return to work assessments, no assessments requested by a lawyer, etc.) over online messages, phone or video as that needs to be done face-to-face because symptom interpretation can be misinterpreted or lost through online communications.

## **CONFIDENTIALITY**

### **Importance of the Agreement**

The following statements are intended to explain confidentiality as it applies to discussions between counselor and client. The common limits placed on the confidentiality of disclosures made to a counselor by professional ethics and legal systems are also described. This information is important to you, so please read it carefully and make sure you understand it. I am happy to discuss this further with you if you wish. In our first meeting I will ask you to confirm that you have read this section on confidentiality, that you understand it, and that you agree to its conditions. Without this

agreement counseling cannot ethically proceed, so make sure that you really do understand it and that you are comfortable with it.

## **Confidentiality Agreement**

In general, your identity as a client, as well as, the disclosures that you make to me in the course of our work are private and protected. This means that I do not reveal to others that you are a client of mine, nor do I share anything that you say during our work with anyone else. If you would ever like me to reveal your status as a client, or you would like me to share information with a third party, you will be asked to sign an agreement waiving your right to confidentiality.

## **Unintentional Breaches of Confidentiality**

Online counseling has certain aspects to it which present challenges to confidentiality that do not exist in conventional, face-to-face counseling. There are breaches of confidentiality that a conventional counselor has control over that an online counselor does not and you need to be aware of areas where your confidentiality might unknowingly be breached.

### **1. Online Communication.**

Any online communication (e-mail, text message, live audio or live video communication) that you send from conventional online services like Gmail, Yahoo, WhatsApp, Skype, or other similar agencies are not secure. These organizations reserve the right search the content of your correspondence. Similarly, private non-web-based e-mail messages (such as ones you may send from a program on your own computer, such as Outlook Express) may be intercepted by others once sent. Finally, if you are using a work provided e-mail (or other online communication through work) your employer almost always has the right to access the information that you send. In many locations those messages are considered to be the property of the employer.

In order to overcome this breach of security please only utilize the encrypted and secure HIPAA compliant online platform that I recommend (VSee) for sending and receiving messages from me. Any communication outside of the recommended HIPAA compliant platform I use (VSee) represents a possible breach of security that I cannot secure.

### **2. Conversational privacy.**

In conventional counseling it is the responsibility of the counselor to ensure that no one can over hear the counseling conversation. During online counseling I will ensure that no one will be able to hear my side of the conversation. However, I cannot assure the privacy of your location. If you are somewhere where a family member, co-worker or even a stranger might be able to hear or see you then our conversation cannot be kept secure. I strongly encourage you to find a private location to have our conversation. I also cannot ensure that your computer is free of malicious software that might record your end of the conversation. If you have any concerns about this, you should have your computer examined by a qualified IT professional. This is important not only for confidentiality, but for the process of counseling. It is very difficult to be attentive and

focused on the process if there are constant interruptions, or if you feel others can see or hear you (and therefore possibly judge you). For this reason, and for your sake, I may suggest we end a counseling session if I realize that you are not in a private location. Internet cafe's, your work station, a public library, or your own computer in an open living area of your house with others around you are not appropriate areas for counseling. Similarly, it is important that we create a counseling environment free of interruptions. Please try not to schedule sessions while you are 'on call' or have other concurrent obligations.

### **Limits on Confidentiality**

There are certain situations which can arise in which disclosures made to me cannot be kept strictly private due to professional ethics or law. The following information describes these situations.

1. If you indicate that you are in serious and immediate risk of harming yourself or someone else. The most typical situation would be when the threat of suicide is such that I cannot be assured of your safety. It is important to note that this does not apply to talking about thoughts of harming yourself that you may be experiencing. Many people who are feeling discouraged and hopeless think about harming themselves, and it is very important to talk openly about this in psychotherapy. Talking about suicide or other thoughts of self-harm would not automatically lead to a breach confidentiality. However, in the event that you intended to act on your thought to kill or harm yourself, I would be required to act to protect you even if that involved breaching confidentiality. Your life is more important than your right to privacy! In the event that you reveal a serious intention to harm someone else, I would be required to take the same action to protect that person as I would to prevent you from harming yourself.
2. If you indicate that you are involved in the abuse of a minor child, an elderly adult, or a disabled person. In these cases I am ethically and legally required to file a report about these activities with the appropriate authorities in your location. Once filed, I would be unable to safeguard the privacy of the information that those authorities would then have.
3. If I am ordered by the court. If you should become involved in a court proceeding, the court may gain access to information that you have shared with me. Although it is my policy to limit my involvement in legal proceedings as much as possible, under court order I may be required by law to provide written or verbal testimony to the court.

### **Assurance of Intent**

Be assured that your right to confidentiality is very important to me. In the unlikely event that I must breach confidentiality, I will make every effort to use care and discretion while meeting my legal and ethical obligations.

