

CONFIDENTIALITY OF EMAIL, CHAT, CELL PHONE, VIDEO, AND FAX COMMUNICATION.

Telebehavioral health refers to the conducting of counseling sessions over video and audio means and this could be an option if your clinician deems the process appropriate and offers this option. Telebehavioral health is not right for everyone and care is needed to determine if this is an appropriate fit for you and your presentation.

If telebehavioral health is indicated, you agree to work with online email, chat, video services determined to be suitable by your counselor. If you are working online, your clinician asks that you determine who has access to your computer and electronic information from your location, including family members, coworkers, supervisors, and friends. We advise you to communicate through a computer that you know is safe (i.e. wherein confidentiality can be ensured). Finally, be sure to fully exit all online counseling sessions and emails before leaving your computer.

Telebehavioral health sessions are to be conducted in the same manner as one would a face-to-face session meaning that clients must be appropriately dressed, conducting themselves as they would if they were in the therapist's office, unimpaired, and in a location that assures their safety and confidentiality as much as possible. Violation of these conditions, or a clinician deeming telebehavioral health inadvisable for any appropriate reason, will result in discontinuation of the telebehavioral health sessions until they deem appropriate.

TECHNOLOGY

Your clinician will use HIPAA compliant video and audio services. The client is responsible for securing his or her own computer hardware, internet access points, and password security. Your clinician is not liable for confidentiality breaches when they are caused by client error. Your clinician is not responsible for their client's equipment failure, e.g. camera, and/or Internet service and a backup means of contact will be discussed between you and your clinician. The clinician is not responsible for lapses in confidentiality that are in direct response to the client's actions.

Disconnection Problems

If video services are not available due to an unplanned equipment or service malfunction, sessions will occur via telephone or another means by clinician's discretion.

Recordings Are Prohibited

Clients are not allowed to make an audio or video recording of any portion of the session.

Limitations of Online Psychotherapy

Telephone, chat, and video sessions have strengths and limitations compared to sessions provided in a shared physical space. It is important to consider if those limitations may impact your therapeutic progress and if so, select an in-person session. In some clinical situations, such

as crises or suicidal or homicidal thoughts, in-person treatment may be the most appropriate treatment choice.

Risk of Harm

Online therapy is not a crisis based clinical service. Online psychotherapy may not be appropriate for clients with active suicidal or homicidal thoughts, or clients who are experiencing acute mental health problems, such as manic or psychotic symptoms. It is the responsibility of the client to inform their clinician if they are at risk of harm to self or others. If through the intake evaluation or subsequent psychotherapy sessions, a client is deemed to be at risk of harm to self or to others, clinician may seek contact through more appropriate means or providing alternative referral suggestions. If a client who was not formerly at risk, should become at risk of such harm to self or others, they must immediately report it to their clinician. In such cases, a client may be referred to a traditional nononline counseling program or provider.

Confidentiality Restrictions

The laws that protect the confidentiality of any medical information also apply to online psychotherapy. Information about the client will only be released with his or her express written permission, with the exceptions of the following cases

- If the counselor determines risk of self-harm
 - If the counselor determines risk of harm to others
 - If the counselor is informed about or suspects abuse, neglect, or exploitation of a minor or of an incapacitated adult
 - If the counselor receives a validly issued subpoena initiated by and signed by a judge or a court order
- If the client waives the privilege by bringing criminal, civil, or administrative charges or action against a clinician.

Records

The counselor will maintain records of online counseling and/or consultation services. All clinical records will be maintained as required by applicable legal and ethical standards according to the various counseling professions licensing boards and professional codes of ethics (i.e. American Counseling Association, American Mental Health Counselors Association and National Association for Social Workers).

APPOINTMENTS

Telebehavioral health sessions will be held to the same standard as face-to-face sessions in that the clinician should be notified at least 24 hours in advance if an appointment cannot be kept or you will be responsible for a \$40 fee for the missed appointment slot.

Sessions will be billed to your insurance company and you will be responsible for any amount not covered by your insurance company. While we're here as a resource to relay information about insurance coverage, verification of benefits is the client's responsibility and should be completed prior to beginning telebehavioral health sessions.

TERMINATION OF SERVICES

You are free to end service at any time for any reason, whether or not the clinician consider it advisable. The clinician prefers that you tell him/her when you plan to terminate treatment instead of just not returning and that you schedule one final appointment in order to review your progress and discuss any referrals that might be beneficial to you.

AGREEMENT

Your signature indicates that you have read this contract in its entirety; that you understand all that it contains; that you agree to abide by its terms; and that you voluntarily consent to treatment.

Additionally, your signature below indicates that you understand that your clinician is an independent practitioner; therefore, QC Counselor, and associated providers are not responsible for or involved in your care or treatment unless you directly contracted with that provider.

Signature of Client(s) or Personal Representative

Date

Signature of Treating Clinician

Date