



Telecounseling & eCounseling Service Agreement: Your Rights and My Policies

What You Can Expect

During the COVID-19 outbreak Federal, State, County, and many Local Municipalities have all declared a State of Emergency. This has been accompanied with a wide range of regulatory changes which will permit telecounseling that would not be permitted under normal circumstances. **Due to this event, no treatment sessions will not be conducted face-to-face in the office until further notice.**

I will be conducting all services via telecounseling which, under normal circumstances, I would not do. Rather, I usually only provide a supportive service via eCounseling. Typically, eCounseling services are reserved for clients who reside in the State of Ohio and find it hard to come in for sessions (I do require the first session to be in person). I use a secure computer, but you are solely responsible for the privacy and security of your system. eCounseling is a supportive service and is not intended to replace in-person treatment sessions.

As a result, at this time, eCounseling services are suspended, and I am only providing telecounseling services until further notice.

You may choose to communicate through the use of Wi-Fi and Internet Service Providers. This may include sending or receiving email, texting, the use of live instant messaging chat services, or live video chat services. You may also choose to communicate through wireless device such as a cell phone, laptop computer, tablet, or smart phone.

Your Obligations

- When using Internet and wireless communications for treatment, use Web-based e-mail and chat systems that are encrypted. This allows for additional privacy and may help reduce unauthorized access to your e-mail or chat by users sharing your computer.
- You're encouraged to consider getting a separate account just for this service that can't be easily identified with you. This allows for additional privacy and may help reduce unauthorized access to your e-mail or chat by users sharing your computer.
- If you must use a shared computer, always close the browser when you have finished your session.
- Do not access therapy Internet and wireless communications at work. Ideally, counseling using Internet and wireless communications should occur on a private device that is not shared with other users.
- Do not share your Internet and wireless communications passwords with others.
- You will have an agreed upon password which will be given to me in person or over the phone that is used in all our Internet and wireless communications treatment services to ensure it is you with whom I am communicating.

Risks of Telecounseling and eCounseling

- Emergency situations should be handled by calling 911, Rescue Crisis (419) 255-9585, or by going to the nearest emergency room and asking to speak to the Psychiatrist on-call.
- I do make every effort to respond to your online requests within 24 hours, but please, do not take this goal as an implied guarantee.
- Your privacy, confidentiality and security could be compromised on a cell phone, or other wireless device, using computers, or just accessing the Internet.

- Finally, concerning email, I may not be able to give a response to your email within 24 hours. And I may misunderstand your message due to the limitations of written exchange.

Payment

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| <ul style="list-style-type: none"> • Due to the COVID-19 event, insurance providers are making attempts to reimburse licensed mental health professionals for telecounseling services. Please review your options with me prior to engaging in services. |
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- eCounseling is not a covered service for most insurance providers. Please know that these services are not a necessary part of your office visits that are covered by insurance. And if you choose not to use eCounseling, it won't decrease the effectiveness of your current counseling sessions or those sessions you've had with me in the past.
 - The benefit of eCounseling is to give you additional options for contacting me for treatment.
 - Now I do reserve the right to not use Telecounseling (or eCounseling) service to address an issue you share if I believe that issue needs to be addressed with you in person.
 - **I will make every attempt to be reimbursed for Telecounseling services through your insurance provider.** For eCounseling services, all fees for these services are paid in advance by credit card in my office or by PayPal on my website. Any unused funds will be returned to you when you have decided to either end treatment or decided to discontinue using eCounseling services.

Hold harmless clause:

I agree to indemnify and hold harmless the counselor, the therapy practice, its officers, website designers and maintainers from and against all losses, expenses, damages and costs, including reasonable attorney's fees, relating to or arising from any information loss due to technical failure, my use of the internet, Email, or wireless devices to communicate with the counselor or the use of his websites or blogs, any arraignments I make based on information obtained by the counselor's websites or blogs, any products or services obtained through the counselor's websites or blogs, and any breach by me of these restrictions and conditions. The counselor does not warrant that the functions contained in any materials provided will be uninterrupted or error-free, that defects will be corrected, or that the counselor's websites, blogs, or servers that make such sites available is free of viruses or other harmful components.

Termination of Telecounseling & eCounseling services:

The counselor shall have the right to immediately terminate Telecounseling (or eCounseling services), and refer to (or offer) face-to-face counseling, with the client if the counselor determines, in his or her sole discretion, that the client has violated the terms and conditions set forth above or otherwise breached this agreement, or has engaged in conduct which the counselor determines, in his or her sole discretion, to be unacceptable. eCounseling services will terminate in the event that the counselor, in his sole discretion, no longer wishes to utilize eCounseling and the client will be offered face-to-face sessions or, if the client lives too far away to travel to Toledo, will be referred to another counselor in their area.

CLIENT ACKNOWLEDGEMENT AND AGREEMENT

I have discussed with the counselor and acknowledge that I have read and fully understand this consent form. I understand the risks associated with Internet, Email, Instant Messaging, Video Chat, and wireless device communications between the counselor and myself, and consent to the conditions herein. In addition, I agree to the instructions outlined herein, as well as any other instructions that the counselor may impose to communicate with clients via Internet, Email, Instant Messaging, Video Chat, or wireless devices. Any questions I may have had were answered.

Client Signature _____ Date _____

Witness Signature _____ Date _____