

## **Informed Consent for Technology-Assisted Counseling**

Signing this form is your agreement for psychotherapy services conducted by  
Faith G. Harper, PhD, LPC-S, ACS, ACN

The purpose of this Informed Consent for Technology Assisted Counseling is to inform you, the client, about the process of online counseling services, the counselor and the potential risks and benefits of these services. The purpose is to also help safeguard you, the client, and give you information regarding alternatives to online services. This consent is an addendum to the face-to-face informed consent you, the client, are required to sign.

Please read the entire document. Please print the document, place a check mark stating you have read the document, sign, and then mail to the address located at the bottom of the page.

### **The Technology-Assisted Counseling Process**

#### **Privacy and Confidentiality**

Maintaining client confidentiality is extremely important. The counselor will take extraordinary care and consideration to prevent unnecessary disclosure. Information about the client will only be released with his or her permission except obligated to do during a crisis situation or otherwise obligated to do so by law.

Although the internet provides the appearance of anonymity and privacy in counseling, privacy is more of an issue online than in person. The client is responsible for understanding the potential risks of confidentiality being breached through unencrypted email, lack of password protection or leaving information on a public access computer in a library or internet café.

Other potential risks of breaching confidentiality could include messages failing to be received if they are sent to the wrong address or if they are just not noticed by the counselor. Confidentiality could be breached in transit by hackers or internet service providers or at either end by others with access to the client's account or computer. Clients accessing the internet from public locations such as a library, computer lab, or café should consider the visibility of their screen to people around them. Position yourself to avoid others seeing your screen. Using cell phones can be risky in that signals are scrambled but rarely encrypted.

The counselor has a right to his or her privacy and may restrict the use of any copies or recordings the client makes of their communications. Clients must seek the permission of the counselor before recording any portion of the session and/or posting any portion of said sessions on internet websites such as Facebook or YouTube.

The client is responsible for securing their own computer hardware, internet access points, chat software, email and passwords that are encrypted, secure, and Hipaa compliant when possible. If encryption is not made available to client, client should be aware that they are risking unauthorized monitoring of transmissions and/or records of Internet counseling sessions.

You agree to work with me online using Doxy.Me, or another encrypted video and/or chat service determined to be suitable by me or by phone call (for voice chat only). I understand that my therapist will provide me a link to the host site for our session.

Additionally,

- Text messaging via mobile phone is acceptable for appointments and housekeeping issues only.
- I do not store your name in my phone.
- If you call me, please be aware that unless we are both on land line phones, the conversation is not confidential.
- I will not respond to personal and clinical concerns via regular email.
- If you wish to use email as a way to "journal" information between sessions, you understand that I may not have the opportunity to review your journal emails until our next scheduled session.

I make every effort to keep all information confidential. Likewise, if we are working online together, I ask that you determine who has access to your computer and electronic information from your location. This would include family members, co-workers, supervisors and friends and whether or not confidentiality from your work or personal computer may be compromised due to such programs as a keylogger.

I encourage you to only communicate through a computer that you know is safe i.e. wherein confidentiality can be ensured. Be sure to fully exit all online counseling sessions and emails. If you used location-based services on your mobile phone, you may wish to be aware of the privacy issues related to using these services. I do not place my practice as a check-in location on various sites such as Foursquare. However, if you have GPS tracking enabled on your device, it is possible that others may surmise that you are a therapy client due to regular check-ins at my office on a weekly basis.

Please be aware of this risk if you are intentionally "checking in," from my office or if you have a passive LBS app enabled on your phone.

I may need to consult with other professionals regarding my clients, however, the client's name or other identifying information is never disclosed. The client's identity remains completely anonymous, and confidentiality is fully maintained.

It is not a regular part of my practice to search for client information online through search engines such as Google or social media sites such as Facebook. Extremely rare exceptions may be made during times of crisis. If I have a reason to suspect that you are in danger and you have not been in touch with me via our usual means (coming to appointments, phone, or email) there might be an instance in which using a search engine (to find you, find someone close to you, or to check on your recent status updates) becomes necessary as part of ensuring your welfare. These are unusual situations and if I ever resort to such means, I will fully document it and discuss it with you when we next meet.

### **Lack of Non-Verbal Cues and Asynchronous Communication**

The client should be aware that misunderstandings are possible with telephone, text-based modalities such as email, and real-time internet chat, since non-verbal cues are relatively lacking. Even with video chat software, misunderstandings may occur since bandwidth is always limited and images lack detail. Counselors are observers of human behavior and gather much information from body language, vocal inflection, eye contact and other non-verbal cues. If you have never engaged in online counseling before, have patience with the process and clarify information if you think your counselor has not

understood you well. Be patient if your counselor asks periodically for clarification as well.

Since asynchronous communication is “not in real time,” turnaround time for responding to emails will “lag” a response. Be aware of different time zones as well. The counselor will make every effort to respond to email requests within a 12-24 hour period. Work with your counselor to identify local resources if you have concerns about the timeliness of responses.

### **Benefits of Receiving Technology-Assisted Counseling**

Potential benefits of receiving mental health services online include both the circumstances in which the counselor considers online mental health services appropriate and the possible advantages of providing those services online. For example, the potential benefits of email may include 1) being able to send and receive messages at any time of the day or night; 2) never having to leave messages with intermediaries, avoiding voice mail and “telephone tag”; 3) being able to take as long as one wants to compose and having the opportunity to reflect upon one’s messages; 4) automatically having a record of communications to refer to later; and 5) feeling less inhibited than in person.

Text-based chat has many of the same advantages of convenience, feeling reduced scrutiny from the counselor having time to compose a response and being able to refer back to chat logs for reference. Video chat is also convenient, allowing clients to potentially be counseled from anywhere once one gains an internet signal and can operate the necessary hardware.

### **Potential Risks of Receiving Technology-Assisted Counseling & Safeguards**

There are various risks related to providing technology-assisted counseling services related to the technology used, the distance between counselor and client, and issues related to timeliness. These risks of concerns for privacy and confidentiality were mentioned in section A. above. Your counselor has selected a video-conferencing account that is encrypted with a HIPPA compliant secure platform to allow for the highest possible security and confidentiality of the content of your sessions. Your personal information is encrypted and stored on a secure server.

The client is responsible for creating and using additional safeguards when the computer used to access services may be accessed by others such as creating passwords to use the computer, keeping their Email and chat IDs and passwords secret, and maintaining security of their wireless internet access points (where applicable.) Please discuss any such concerns with your counselor during your first session so as to develop ways to limit risks. If there is ever a disruption or disconnection of services on the internet, the client will need to call Dr. Harper directly (210-705-2121) if phone service is available.

### **Dual Relationships & Social Media**

Dual relationships can impair the therapeutic process, your therapist's objectivity, clinical judgment, or therapeutic effectiveness that could be exploitative in nature. I will never acknowledge working therapeutically with anyone without his/her written permission. In

some instances, even with permission, I will preserve the integrity of our working relationship. For this reason, my social media policy is the same for distance counseling clients as it is for in-office clients.

### **Alternatives to Technology-Assisted Counseling, Termination & Referrals**

Online counseling 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/homicidal thoughts, clients who are experiencing active manic/psychotic symptoms, or clients who are minors. An alternative to receiving mental health services online would be receiving mental health services face to face with the counselor or adjunct using both modalities or working with another counselor. The online counselor can and will assist clients who would like to explore face-to-face options in their local area. Many state and local agencies will treat low-income clients on a sliding scale fee.

Also, I do not accept clients who, in my opinion, I cannot help. In such a case, I will give you a number of referrals that you may contact. If at any point during psychotherapy I assess that I am not effective in helping you reach your therapeutic goals, I am obliged to discuss this with you up to and including termination of treatment. In such a case, I would give you a number of referrals that may be of help to you. You have the right to terminate therapy at any time. Please feel free to request a referral any time you think a different counseling relationship would be more practical or beneficial for you. If you choose to do so, I will offer to provide you with names of other qualified professionals whose services you might prefer.

### **Proxies**

The counselor only provides treatment via technology to clients who are legally able to consent for themselves to receive mental health services. Clients who are not in such positions include children under the age of consent (age 18 in most cases) or clients who have a legally appointed guardian.

### **Telephone & Emergency Procedures**

If you need to speak with me between sessions to alert me of an emergency, please call my office at 210-705-2121. Your call will be returned as soon as possible. Messages are checked daily (but never during the night time.) Messages are checked less frequently on weekends and holidays.

If the client is in a state of crisis or emergency, the counselor recommends the client dial 911 or go to the local emergency room. Clients 1- 800-SUICIDE or 1-800-273-TALK. Deaf clients can call 1-800-799-4TTY.

All distance clients will be required to complete a Crisis Safety Plan before beginning therapeutic services as well as a consent to release information for any of your local treatment providers (or your local community mental health agency should you not be in services locally). If I suspect you are in crisis either during our sessions or between sessions, I will contact this treatment provider or agency to ensure you receive support. If I am unable to do so, I will contact local law enforcement and request a welfare check on your behalf.

### **Records**

The counselor will maintain records of online counseling services. These records can include reference notes, copies of transcripts of chat and internet communications, and session summaries. These records are confidential and will be maintained as required by applicable legal and ethical standards according to the American Counseling Association and the Texas Administrative Code. The client will be asked in advance for permission before recording any audio or video session.

**J. Fee for Service and Cancellation Policy**

All payments will be processed through Paypal.com. My practice is “fee for service” and that means that fees are due at the time of your appointment.

Since scheduling of an appointment involves the reservation of time specifically for you, a minimum of 24-hour notice is required for re-scheduling or canceling an appointment. Unless we reach a different agreement, the full fee will be charged for sessions missed without such notification. If we are scheduled for an online synchronous chat, audio or video conference and we are unable to connect or are disconnected during a session due to a technological breakdown, please try to reconnect within 10 minutes. If reconnection is not possible, contact me to schedule a new session time.

{ } Yes, I have read and agree to the terms listed above in the Informed Consent. I understand that Faith Harper is a Licensed Professional Counselor who follows the laws and professional regulations of the State of Texas. I understand the psychotherapy treatment will be considered to take place in the state of Texas. I understand that telephone/online psychotherapy is not a substitute for medication under the care of a psychiatrist or doctor. I understand that online and telephone therapy is not appropriate if I am experiencing a crisis or having suicidal or homicidal thoughts. In case of emergency situations, I will contact the resources listed in section H above.

I understand my signature is an agreement for psychotherapy services conducted by Faith G. Harper, PhD, LPC-S, ACS, ACN.

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Client Printed Name

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Client Signature