

North Coast Family Foundation

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ELECTRONIC SERVICE DELIVERY INFORMED CONSENT

Electronic Service Delivery is defined as mental health therapy in any form offered or rendered primarily by electronic or technology assisted approaches when the mental health therapist and the client are not located in the same place during delivery of services. While working with your therapist you will always have the opportunity to ask any questions that you have about the therapy, electronic communications in general, and other issues involving your therapy. Your therapist will also assess your ability to handle computers and the internet, so that you and he or she may work in this way.

As a client receiving mental health services through electronic service delivery methods, you should understand:

- 1) This service is provided by technology (including but not limited to video, phone, text, and email) and may or may not involve direct, face to face, communication. There are benefits and limitations to these types of services. You will need access to, and familiarity with, the appropriate technology to participate in the service provided. Exchange of information may not be direct, and any paperwork exchanged will likely be exchanged through electronic means or through postal delivery. Your therapist will assess whether or not therapy through means of electronic service delivery is appropriate for addressing your issues and whether or not you have the knowledge and skills to use the technology involved.
- 2) As a therapist licensed in Ohio, your therapist may only deliver services to residents or people located in Ohio. If you plan on leaving Ohio for any length of time in the future, please let your therapist know as soon as possible so that you and he or she can make proper arrangements for future work or referrals, as appropriate. If you are going to be out of state during therapy, then your therapist will have to comply with the licensing laws of the state where you will be located.
- 3) If a need for direct, face to face services arises, it is your responsibility to contact providers in your area, or to contact this office for a face to face appointment. You understand that an opening may not be immediately available.
- 4) You may decline any electronic service delivery service at any time without jeopardizing your access to future care, services, and benefits.
- 5) These services rely on technology, which allows for greater convenience in service delivery. There are risks in transmitting information over the internet or through other electronic services that include, but are not limited to, breaches of confidentiality, theft of personal information, and disruption of service due to technical difficulties. Your therapist and you will regularly reassess the appropriateness of continuing to deliver services through the use of technology. When using these services you agree to accept the risks involved with the unencrypted exchange of information, if it is provided in that way.

6) Your therapist will need to verify your identity in a face to face meeting, which may be via video/audio electronically and then at subsequent sessions. At the initial session you and your therapist will address imposter concerns. You should be aware that misunderstandings are possible with telephone, text-based modalities (e.g., email), and real-time internet chat, since non-verbal cues are relatively lacking. Even with video chat software, since bandwidth may be limited and images may lack detail, misunderstandings may occur. Your therapist is an observer of human behavior. He or she will gather information from body language, vocal inflection, eye contact, and other non-verbal cues. Cultural differences and how they affect non-verbal cues may also be involved and your therapist will assess whether or not this type of therapy is appropriate for your cultural experiences, your environment and your therapeutic needs. If work is being done with families or groups with different levels of technology competence, power dynamics will be acknowledged. Please let your therapist know if you have any type of audio/visual or cognitive impairment prior to beginning therapy. If you have never engaged in online counseling, you need to have patience with the process and request clarification if you believe that you are not being understood by your therapist or you do not understand something that your therapist says. He or she will regularly review whether or not electronic service delivery is meeting the goals of therapy. Your therapist will also discuss with you how to handle disruptions in services and all methods of delivering services that are compliant with commonly accepted standards of technology safety and security at the time at which services are rendered.

7) In emergencies, in the event of disruption of service, or for routine or administrative reasons, it may be necessary to communicate by other means:

a) In emergency situations: If it is an imminent situation that requires face-to-face contact, call 911 or go to the nearest emergency room. If it can be managed over the phone, you can call your therapist but if your therapist does not respond immediately or within a short period of time, you should contact local emergency services (for example, call 911 or go to your local hospital's emergency room, or call the National Suicide Prevention Hotline number -1-800-273-8255.) Also, other local hotline crisis phone numbers may be available to call, and you can check on the internet to find those.

b) Should service be disrupted: Try to regain contact using the same medium. If that does not work, attempt to make contact using text or e-mail. Your therapist will also make every effort to regain contact. If service is disrupted during a therapy session before the pre-agreed time frame has ended, you will have the opportunity to use the remaining time as soon as contact is made. If contact is not re-established within one hour, you will have the choice to end the session and be charged a prorated amount or allowed to schedule an additional session to use the remaining time.

c) For other communications: Your therapist and you may agree to communicate via a phone call, videoconferencing, e-mail, text, fax, or mailed letters.

8) The potential benefits of online counseling include flexibility in scheduling and allowing you to engage in counseling outside of the office, which eliminates issues like transportation and other psycho-social barriers that might make it difficult for you to handle in a traditional office setting. The provision of online counseling may include risks related to the technology used, the distance between you and your therapist, and issues related to timeliness. For example, the potential risk of confidentiality may pertain to your accessing the internet from public locations. You should consider the visibility of your screen and being overheard when in public settings. It is recommended that you be in a private setting when engaging in online counseling. You should also always use strong passwords to protect any information shared with your therapist. Never use a work computer for therapy as your employer may have access

to the information shared in electronic communications. Be cautious when using a shared network with others.

9) Although the internet provides the appearance of anonymity and privacy in counseling, privacy is more of an issue online than it is in person. You are responsible for confidentiality in your own environment, including securing your hardware, internet access points, chat software, email, and passwords. Please develop passwords that are appropriate and strong and not use auto-fill for user names or passwords. Although your therapist will take steps to protect your information, he or she will have policies in effect to notify you of a breach of any of your confidential information which is required to be reported to you.

10) Your therapist may utilize alternative means of communication in the following circumstances: if you do not respond to text, your therapist may call. If you do not respond to a call, your therapist may follow up with text or e-mail. If you do not respond to a call, text, or e-mail, your therapist may follow up with a mailed letter. In case of emergency (or concerns over your welfare), your therapist may contact your emergency contact if you have provided one.

11) Your therapist will attempt to respond to communications and routine messages within 48 hours if he or she is available.

12) Most insurance companies in Ohio only currently reimburse for face to face in person therapy sessions, so there may not be insurance coverage for therapy sessions delivered through technology. You should check with your insurance company to determine if they will reimburse you for electronic service delivery sessions.

13) You need to take the following precautions to ensure that your communications are directed only to your therapist or other individuals: Ensure that you use the correct e-mail address, telephone number, Skype or online name, fax number, and physical address to contact the appropriate individuals. Only leave voice messages after ensuring that the correct phone number was dialed and the voicemail introduction identifies the correct individual.

14) Your communications exchanged with your therapist, if capable of being put into written form, will be stored in the following manner: e-mails, texts, and other electronic communication relevant to treatment will be printed and kept in your file. Mailed letters and documents will also be kept in your file. Notes outlining electronic service delivery treatment sessions will be written and kept in your file. Your file will be kept in a locked file cabinet or stored electronically and will be accessible only by those who require or are allowed access and will be available to you or someone named by you for the length of time required under Ohio law. Your therapist will not record sessions without first discussing it with you and obtaining your permission to do that. Please see your therapist's regular Informed Consent form for information on access to your records, including who will have access to them.

15) The laws, ethics and professional standards that apply to in-person therapeutic services also apply to services delivered by electronic means. This document does not replace other agreements, contracts, or documentation of informed consent covering other issues. If you want licensing information on your therapist, you can find it at one of the licensing board websites. Psychology Board statutes, rules and other helpful information may be found at www.psychology.ohio.gov, the Counselor, Social Worker & Marriage and Family Therapist Board's website may be found at www.cswmft.ohio.gov, the Chemical Dependency Professionals Board's website may be found at www.ocdp.ohio.gov, and the Ohio State Medical Board's website may be found at www.med.ohio.gov.

Acknowledgment of Informed Consent to Treatment via Electronic Service Delivery Means

You voluntarily agree to receive mental health assessment, care, treatment, or services and authorize your therapist to provide such care, treatment or services as are considered necessary and advisable via electronic service delivery means.

By signing this Electronic Service Delivery Informed Consent, you, the undersigned client, acknowledge that you have both read and understood all the terms and information contained herein and you agree to be bound by the provisions in this agreement. Ample opportunity has been offered to you to ask questions and seek clarification of anything unclear to you. If a minor is the client, you are signing on behalf of the minor as the authorized parent/guardian. (Information on Minor rights will be shared with the minor).

You also acknowledge that you have received a copy of the regular Informed Consent and Notice of Privacy Practices for the practice listed at the top of this form.

Client Name(s) (please print)

Client(s) Signature(s)

_____ Date
_____ Date

Parent(s) or Guardian Signature (for minor child or children or disabled adults)

Client Printed Name

_____ Date
Signature of Parent or Legal Guardian

_____ Date
Signature of Other Parent