

## **Online Counseling Consent Form**

Clients interested in receiving counseling services must be at least 19-years-old, or have the consent of a parent or guardian that has legal privilege to provide such consent.

Client eligibility and acceptance will be based on whether online counseling services are appropriate for a potential client. If it is determined that online counseling would not be in the best interest of a potential client, alternative therapeutic interventions will be recommended.

Not all insurance companies have approved on-line therapy for reimbursement or may have a requirement for specific on-line credentialing, which your therapist may or may not have met. If on-line therapy with your therapist is not covered by your insurance, it is your responsibility to pay for these services.

***If it is determined that online counseling is appropriate, clients must sign and submit this form before services are rendered.***

### **Eligibility for Online Counseling Services:**

Online counseling services are not meant to take the place of direct, face-to-face psychotherapy services, except in extenuating circumstances outlined later in this section. While the current research strongly indicates that on-line therapy can be as effective as face-to-face counseling, all areas of counseling and diagnosis have not yet been researched thoroughly.

Online counseling services are most suitable for clients who have either previously engaged in formal counseling services and/or are seeking short-term support for issues that are unrelated to major crises, severe mental health issues, suicidal, homicidal or violent behavior (past and present).

Online counseling services are also intended for clients who have limited access, availability or financial means to receive direct, face-to-face professional counseling services. Online counseling may be provided in the context of pandemic, natural disaster, or other widespread event that creates a special circumstance.

Although online counseling services may be helpful, direct, face-to-face services are highly recommended and encouraged, especially for clients either looking for long-term treatment, clients in crisis, or diagnosed with major mental health issues.

**Online counseling does not provide crisis counseling and is not intended for clients who:**

- 1. Have a history of major psychiatric episodes, hospitalizations or drug/alcohol dependence.**
- 2. Have been diagnosed as any of the following - Borderline Personality Disorder, Major Depressive Disorder, Bipolar Disorder Type 1, Mentally Ill/Chemically Addicted (MICA), and/or Schizophrenia.**

**3. Have a history of suicidal, homicidal or violent behavior or present, currently as suicidal, homicidal or violent.**

**If you are considering suicide, or believe yourself to be a potential safety threat to others, you must immediately call 911, (800) LIFE-NET and/or notify the police and/or seek emergency care at your local hospital.**

**Full Client Mental Health Disclosure & Right To Refuse Online Counseling Services:**

If you have any history of major psychiatric episodes, hospitalizations or drug/alcohol dependence or have been diagnosed as any of the following - Borderline Personality Disorder, Major Depressive Disorder, Bipolar Disorder Type 1, Mentally Ill/Chemically Addicted (MICA), and/or Schizophrenia -**YOU MUST disclose this information to your therapist prior to being considered for online counseling services.**

Failure to do so or knowingly misleading or withholding the above said information excludes your therapist from any legal obligation or liability related to your diagnosis, prognosis, outcome and actions. If it is deemed at any point in the treatment that your needs are greater than your therapist's area of expertise or scope of practice and a client is unsuitable for online counseling services, your therapist reserves the right to refuse and/or end treatment and appropriate referral sources will be provided.

**About Distance Counseling:**

Also known as Telepractice, Cyberpsychology, Text-Based Therapy, Telehealth, Behavioral Telehealth, and Online Therapy. Distance counseling is providing a psychotherapy service that is not "in person" and is facilitated using technology. Such technology may include, but is not limited to, telephone, telefax, email, internet, or video conference. Distance Counseling is subject to all practice and ethical considerations discussed in this document and in the law, rules and regulations governing licensed practice in Nebraska.

Strength of internet connection may impact the delivery of services. Clients must provide off-line contact information in case of a technology breakdown, by maintaining an up-to-date and preferred phone number and physical address with the therapist.

**Scope of Practice:**

This term indicates the specific area to which a practitioner may practice. Your therapist follows local and regional laws and codes of ethics of the State of Nebraska and the American Counseling Association.

**Nature of Counseling:**

There may be both benefits and risks while participating in counseling, distance or otherwise. Counseling may improve your ability to relate with others, provide a clearer understanding of yourself, your values, and your goals. Since counseling may also involve discussing unpleasant aspects of your life, you may also experience uncomfortable feelings. Counseling often leads to

better relationships, solutions to specific problems, and significant improvement in feelings of distress.

However, please understand there are no guarantees of outcome and you may experience emotional distress in utilizing therapeutic services. You agree that you understand the possible advantages and disadvantages of online therapy, and therapy, generally, and shall not hold your therapist legally liable for any information or insight distributed within this agreement.

**Agreement:**

This Agreement shall be interpreted only in accordance with the laws of the State of Nebraska (excluding any rules governing choice of laws), and any legal proceeding associated with this Agreement will occur exclusively in the courts located in Nebraska.

**Privacy Policy:**

According to mental health licensing statutes, the law protects the privacy of all communications between a client and practitioner. Your therapist's practice maintains compliance with the requirements of HIPPA. Confidentiality is taken seriously and discussing or releasing your information to any individual, agency, or corporation except if such release is requested by a signed authorization form; or if a client indicates intent to do harm to her/himself or others.

**Limits of Confidentiality:**

There are some situations in which practitioners are legally and ethically obligated to take actions they believe may be necessary to protect a client or others from harm. If such a situation arises, your therapist will make every effort to fully discuss the issue with the client before taking any action and will limit disclosure to only what is necessary. If a practitioner has reason to believe that a child or vulnerable adult is being neglected or abused, the law requires that the situation be reported to the appropriate state agency.

If a client presents a clear and substantial danger of harm to himself/herself or others, your therapist is ethically obligated to take protective actions.

These actions may include contacting family members, assisting with hospitalization, notifying any potential victim(s), and notifying the police.

**Professional Records:**

I am required to keep records of the psychological services that I provide you. Although psychotherapy often includes discussions of sensitive and private information, I keep records indicating whether you attended your session, noting themes and topics we discussed, and interventions used in session. You have the right to request that a copy of your file be made available to any other health care provider at your written request when you sign a written authorization form that meets certain legal requirements imposed by HIPAA.

**Urgent Contact Policy:**

I am sometimes not immediately available by phone. While I am frequently available during normal business hours, I do not answer my phone when I am with a client. If you need to reach me, you may leave me a message on my voicemail. Your voicemail will be returned as soon as

possible and by the end of the next business day, including voicemails and e-mails received on the weekend or after 5 p.m. on a weekday.

If your call or message is urgent, please be sure to let me know and leave a phone number where you can be reached. DO NOT EMAIL IF URGENT. If it is a life-threatening emergency, call 911 or go to your nearest emergency room.

I will make every attempt to get in touch with you as soon as possible. I will always inform you in advance of any planned absences, and provide you with a name and phone number of a therapist covering the practice if my absence exceeds two weeks.

**Social Media Policy:**

I do not accept friend or contact requests from current or former patients on any social networking site (Facebook, LinkedIn, Instagram, etc.). I believe that adding you as a Friend or Contact on these sites compromises confidentiality and our respective privacy. It may also blur the boundaries of our therapeutic relationship.

**Pre-Payment & Cancellation Policy:**

Online counseling appointments require pre-payment. If you fail to pre-pay for your session, your appointment will be cancelled unless other arrangements have been made ahead of time.

Psychotherapy is only effective when appointments are kept consistently. The time scheduled for your appointment is reserved for you and you alone. If you need to cancel or reschedule a session, I require at least 24- hours' notice.

If you miss a session without canceling, or cancel with less than 24 business hours' notice, you will be charged \$50 late cancellatino fee. In addition, you are responsible for coming to your session on time and at the time scheduled.

Please indicate agreement to the following by providing your initials below.

I am in agreement with the full mental health disclosure policy \_\_\_\_ (initial here)

I am in agreement with the pre-payment and cancellation policy \_\_\_\_ (initial here)

I am in agreement with the professional records policy \_\_\_\_ (initial here)

Your full signature below indicates that you have read this Agreement and understand and agree to its terms. It also serves as an acknowledgment that you have received the HIPAA Notice Form described above. By signing this document, I hereby give my consent to participate in online psychotherapy with Vicki Holoubeck MS,CPC, LIMHP,

Client Name: \_\_\_\_\_

Client Signature: \_\_\_\_\_

Date of Consent: \_\_\_\_\_

Email Address: \_\_\_\_\_

Preferred phone number: \_\_\_\_\_