

## **Informed Consent**

### **The Connected Owl, LLC**

The purpose of this document is to inform you, the client, of the potential risks and benefits of technology assisted counseling. Please read the entire document and make sure you ask questions or seek clarification during your first session. You will be asked to submit a signed copy.

#### **Benefits of Counseling and Technology Assisted Counseling:**

As a client of counseling services, you will have the opportunity to talk honestly and openly without judgement and with privacy. You will potentially develop new insights and develop skills that will allow you to make improvements. Potential benefits of receiving technologically assisted counseling include: ability to communicate with counselor within a more flexible timeframe, ability to eliminate the stress of scheduling and travel times, flexibility in the pace of counseling, and the ability to engage in counseling within a setting most comfortable to the client.

#### **Risks of Counseling and Technology Assisted Counseling:**

Engaging in counseling can potentially lead to experiencing difficult and uncomfortable feelings and thoughts. Despite best efforts, Technology Assisted Counseling does inherently involve risks of breaches in privacy. Risks include but are not limited to: hacking, failure to use secure passwords, leaving information on a public access computer in a public setting, failure to log out of a computer after a session, using computers in the work setting, errors in sending messages to wrong recipient, and autofill passwords. The nature of WIFI, mobile connections, and internet connections can also lead to disruptions in communication between client and counselor.

The duration of counseling services can be as short as 1 session or up to a year or more. The client has the right to discontinue services and withdrawal consent at any time. During the termination process, the counselor will make every effort to appropriately anticipate and process any factors affecting the therapeutic relationship, and provide reasonable notification and referrals when needed.

The counselors of The Connected Owl, LLC are licensed in the State of Ohio. Clients who reside outside of the State of Ohio must inform the counselor to allow consideration for the laws and regulations for their home state.

#### **Limits of Confidentiality:**

The counselor will take extraordinary care and consideration to prevent unnecessary disclosures. As required by law, information will only be released for the following reasons: 1. the counselor will report situations in which there is a belief that someone intends to harm another person, if someone is engaging or intends to engage in behavior which will expose another to potentially life-threatening communicable disease, there is an imminent risk of suicidal intent, there is a suspicion of abuse, neglect, or exploitation of a minor, incapacitated adult, a fetus or a person who is mentally disabled. 2. The counselor will share information if required through a court order or a Release of Information approved and signed by the client. 3. If the counselor has reasonable belief that client is in immediate danger, the counselor will make attempts to contact the emergency contact and / or emergency services.

#### **Confidentiality and Privacy for Technology Assisted Counseling:**

The Connected Owl, LLC partners with HIPAA compliant companies to ensure encryption and privacy are maintained. The risk of a breach cannot be eliminated but can be decreased through the following measures: Clients will be responsible for the following:

- a. Ensure a private environment when engaging in a text or video session, and that no one can view your screen or hear your conversations during sessions.
- b. Password protect office and personal computers and devices. Review and comply with policies regarding use of work computers for personal business.
- c. Avoid using work or public computers or public internet WIFI connections.
- d. Maintain appropriate firewall and anti-virus protection on computer and keep your devices updated with latest software and security updates.
- e. Do not share your log in information / passwords with anyone.
- f. Log out of your computer when you are finished using it or you when you leave your computer unattended.
- g. Do not enable automatic login onto your Connected Owl account.
- h. Do not attempt to reach your counselor outside of the assigned private portal.
- i. Assess if technology assisted counseling is a good fit for your computer knowledge, hardware and internet access.

Clients and counselors are prohibited from making copies or recordings of sessions and / or posting any portion of sessions on the internet / websites / social media / or any other shared communication. The client is responsible for securing their own computer hardware, and internet access. Counselor will not search online or social media sites for information regarding the client unless prior written approval has been obtained.

### **Interaction Issues:**

Text counseling has many benefits, including: allowing easy access to services, providing an outlet for thoughts and feelings 24 hours / day for the client, and allowing for frequent contact with the counselor. Clients need to be aware that texting services are asynchronous, meaning communication does not occur in real time and the counselor will not immediately respond. And although the client can text at any time, the counselor will respond within the regular operating hours. Text counseling will not be suitable for emergency or crisis needs. During the intake process, the client and counselor will formulate a plan of action to appropriately deal with crises or emergency situations.

Text and video counseling lack the non-verbal cues and subtle behaviors that are normally available in traditional face-to-face sessions. The client should be aware that misunderstandings can occur and it is important to make verbal clarifications when needed.

If there is a break in internet connection during a session, the counselor and client will make an attempt to re-connect within the time frame of the scheduled session. If a connection cannot be re-established, the counselor will use the secure portal to communicate the re-scheduling of the remaining time frame of the session. There will be no additional fee for the re-scheduled time. If connection problems repeatedly occur, the counselor and client will assess the appropriateness of technology assisted counseling and discuss alternatives.

The Counselor will not engage in counseling services with a client in which a conflict of interest exists or becomes known.

### **Alternatives to Technology Assisted Counseling:**

Technologically assisted counseling may not be appropriate for everyone. The Counselor will conduct an intake screening to assess the following: presenting issues that fall within the scope of the counselor's expertise; presenting issues that can be addressed within text or video services: client's emotional functioning, technological knowledge, level of risk or crisis, comfort level, age and cognitive functioning. The Connected Owl will not provide services to minors under the age of 18 or those who have a legally appointed guardian. Alternative counseling, in the form of traditional face-to-face, couples or group therapy, or psychiatric care, may be more appropriate for a client.

## **Emergency Services:**

Due to the proximity factors of technology assisted counseling, emergency and crisis services are not provided by The Connected Owl.

If you or someone else is at immediate risk of harm, contact

**911 or go to the nearest emergency room.**

Other crisis services can be accessed through **1-800-SUICIDE** or **1-800-273-TALK**. Deaf clients can call **1-800-799-4TTY**. Texting crisis services: Type: **HOME to 741741**. Youth Talk line: **1-800-246-PRIDE**.

National Center for Sexual Assault: **1-800-656-4673**. The National Domestic Violence Hotline: **1-800-799-7223**.

Local therapeutic, counseling, or psychiatric services can be located through the following directories: **Dial 211**, **MentalHealth.gov**, [psychologytoday.com](http://psychologytoday.com).

## **Records:**

Client session notes, treatment plans, demographic information will be stored electronically utilizing the legal and ethical standards according to the American Counseling Association, the Ohio Counselor, Social Worker, and Marriage and Family Therapist Board and HIPAA compliant security of patient health information.

Handwritten notes, if any, will be stored per HIPAA standards of confidentiality and record storage.

## **Fees for Service:**

The Connected Owl services is credit card pay only. Third party insurance payment will not be accepted. Fees for service are outlined on The Connected Owl website and will be discussed during the intake session.

The Client has the opportunity to read this consent and will review it during the intake session. The Client will have opportunities to ask questions about this Consent during the intake session and at any time during ongoing sessions.

I have read this consent in its entirety. I understand I have the opportunity to discuss and ask questions about this consent at the time of intake and during any session. I understand the risks involved in technology assisted counseling. I am in agreement with the guidelines listed in this consent.

Printed Name

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Signature

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Date

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