

## **Information and Informed Consent for Internet-based Clients**

Any client who wishes to use online classes offered by Tom Wilson, Licensed Clinical Professional Counselor must agree to the following conditions. By agreeing to this Informed Consent, you indicate that you understand and agree to the terms and conditions stated below:

You agree that you have read the separate section on confidentiality, below, and you agree with the terms set out in that section.

You understand that I am a Licensed clinical Professional Counselor practicing in the state of Idaho and that our relationship is governed by the laws of the state of Idaho.

You agree that you are at least 18 years old.

You agree to supply your true full name, address, and phone number on the Client Registration Form.

You agree that all of the information you have provided in the Client Registration Form is accurate, and that no important information has been deliberately omitted. You understand that if any of this information is inaccurate, this may be a major limitation on our ability to help you.

### **Limits of Online Classes**

Although many former clients express a positive attitude towards our online classes, We cannot guarantee a positive outcome. In addition, online education has only been in existence for several years, and researchers are only now beginning to study its effectiveness. Thus, you understand that engaging in online classes may be considered experimental.

Based on what is known thus far, online distance education is not equally safe and effective for all individuals. Thus, we reserve the right to choose whether or not to work with you online. We will work with you only if we feel that you are a suitable candidate. If, during our work together, we discover that you are not, in fact, someone who can benefit from online classes we will discuss this with you immediately and will suggest that you seek out the services of another professional in your local area to for a face-to-face consultation.

We cannot be held responsible for providing services to you in the event of a crisis or emergency situation. While we will do our best to continue to provide services as appropriate if a crisis or emergency develops during our work together, because we are working long-distance, we do not have access to resources that we would otherwise have in such a situation. Thus, you may need to find a local counselor if such a situation arises.

We cannot be held responsible for breaches in provision of services to you that are due to our computers malfunctioning, and/or loss of electricity or Internet connection. Our phone number is posted on this website; if you don't hear from me when you expect to, please don't hesitate to call me at this number. However, bear in mind that if there is an electrical outage, the phone lines may also not be working, temporarily.

## **Confidentiality In General**

As licensed counselors, we protect the confidentiality of the communications and contacts with all of our clients, including online clients. We will only release information about our work to others with your written permission, or if we are required to do so by a court order or legal subpoena. In addition, there are some situations in which we are legally obligated to breach your confidentiality and contact local law enforcement and/or social services authorities, in order to protect you or other people from harm. These situations include the following: (1) If, in the course of our work together, we learn that a child, elderly person, or disabled person is being abused or is at risk for being abused, we are required to notify the appropriate protective services; (2) If, in the course of our work together, you tell us that you're considering committing suicide or committing any other serious self-injurious behavior, or are considering violence against another person, we are required to notify the appropriate authorities to prevent such actions from taking place. These situations rarely occur but if such a situation did occur, we would make every effort to discuss it with you before taking any action.

## **Confidentiality Online**

It is never possible to guarantee 100% protection of the confidentiality of either email transmissions or phone calls. We will do everything possible to protect against any intrusions on our end, and we ask that you do the same. It is my belief that the single biggest threat to confidentiality occurs as a result of sending messages where the confidentiality of your own messages sent to us, or ours sent to you is not secure. If you send/receive emails from your work computer, your supervisor or superior may be able to or entitled to view these emails. And unless you have your own password-protected email account at home, family members and others with access to your email account may be able to breach your confidentiality.

When using your home computer, please make sure that you are the only person with access to your personal email account. In terms of confidentiality problems with telephone sessions, please understand that if you choose to use a cordless or cell phone during a phone session with us, someone with a scanner could possibly hear you talk. Finally, there is always the remote possibility that a hacker will breach the confidentiality of our email transmissions. To my knowledge, this has never happened to a therapist who is working online, e.g. confidentiality being breached by hackers, but there is always a first time. To summarize, there are risks to your confidentiality online, as there are in an office setting as well. However, we believe these risks to be extremely small assuming common sense is used and appropriate precautions are taken to protect emails sent and received.

## **Contract and Agreements for Online Students:**

- I agree to complete all lessons in order to receive credit for the program.
- I agree I am responsible for my own online learning.
- I agree that by registering for the class, I am solely responsible for completing the program.
- I agree that if I misrepresent my identity or allow others to complete my class; I will lose all credits for the class, and will not receive a refund, with no credits or fees applied to future classes. (You must reapply to reenroll for the class.)