



## Distance Counseling Terms of Service

### Benefits and Limitations of Distance Counseling

Distance counseling has the advantage of eradicating travel time and incurring travel expenses such as fuel costs. It also offers the advantage of having a session behind a closed door while on lunch break at work, or while travelling for business or leisure, if the client is still in the state of Iowa. Those who reside in rural areas can access therapy without necessitating travel. Disabled clients can readily access therapy without concern over accommodations and the additional time it takes to travel to/from appointments, find handicap parking, etc.

Distance counseling has some limitations. When a session is conducted in person, the therapist can read demeanor, body language, and look for other non-verbal cues that assist the therapist in diagnosis and treatment. In Distance counseling, therapists lose the ability to read all those clues properly which can result in possible miscommunication. Another limitation is that leaving one's home for an appointment serves an important function in getting homebound, or otherwise isolated clients out of their house and interacting with others.

For those expecting insurance coverage for their online session, at this time LFS can only contract for Distance Counseling with very few, and very select insurance plans. Many plans are not reimbursing for Distance Counseling, in which case it is up to the client to get approval in writing or submit claims on their own. Different insurance companies have different terms for Distance Counseling, you may try: online counseling, telehealth, telemental counseling, or telebehavioral health when speaking with your benefits spokesperson.

### **Payment Policies**

Our policy is to require all the paperwork and payment information be received back in our office prior to your appointment. **Failure to return the required paperwork, and with all appropriate signatures will result in a change of appointment.** You may choose to return the paperwork via the USPS or by scanning and emailing your paperwork.

You agree to promptly pay all fees and charges for Therapist Services, and you authorize us to automatically deduct all applicable charges and fees from the payment account(s) you designate here:

Name on card \_\_\_\_\_

Account # \_\_\_\_\_

Good thru date \_\_\_\_\_ 3-digit code on back of card \_\_\_\_\_

You understand and agree that you will be responsible for a missed appointment fee of \$50 if you do not cancel a scheduled appointment at least one business day in advance.

You agree to be responsible for any mobile/telephone charges and/or Internet service fees you incur through the Distance Counseling sessions.

If your policy provides mental health coverage, you may be entitled to insurance reimbursement for your session. You can discuss this with your insurance company by contacting them directly. LFS offers no guarantee that you shall receive any such reimbursement.

Regardless of insurance reimbursement, payment to LFS on behalf of your Therapist, for co-payments, deductibles, and co-insurance amounts for services, is required at the time of each appointment. If you do not have insurance coverage for distance counseling, or if your coverage is denied, you acknowledge and agree that you shall be personally responsible for all incurred expenses at the agreed upon amount.

Finally, to access services, you must provide us with a current, valid email address so that we may contact you with a link to access services through Doxy.Me. You agree to keep your email address updated.

There is no guarantee that you will be accepted as a client. Even if you are accepted as a client by a therapist, your therapist may determine that online counseling services are not appropriate for some or all your treatment needs, and accordingly may elect not to provide online counseling services to you at their sole discretion.

You agree that the information that you provide to us at all times, will be true, accurate, current, and complete. This information includes, but is not limited to, name, address, phone numbers, email address, payment information, and account numbers.

All Therapists through LFS represent that they have degrees and licenses in the areas of marriage and family therapy, clinical social work, or counseling, and are Independently Licensed through the State of Iowa to practice Counseling.

### **Privacy**

Insecure email communication containing protected health information (“PHI”) may take place between you and LFS, but this will only be initiated by you, the client. We will send you a link to access the secure, HIPPA compliant video-conferencing service LFS uses called Doxy.Me. That email will only contain the link and your appointment time and will not contain PHI.

For your convenience, LFS lets you choose whether to receive email communications containing PHI. This email communication is not encrypted and may include messages from your Therapist, appointment reminders, treatment referrals, or homework and other assignments.

You should consider that standard email is not a secure means of communication. There is some risk that any PHI contained in email may be disclosed to, or intercepted, printed, or stored by, unauthorized third parties. LFS cannot ensure the security or confidentiality of messages sent by email. LFS can also not ensure the security of your phone, tablet, computer, etc. and if someone has access to any of the aforementioned items and could intercept or read emails between you and your therapist, which may include disclosure of mental illness, substance abuse, and sexually transmitted disease. This authorization indicates you understand and accept the risks involved with insecure email communication of your PHI. **Your initials here indicate you have read and understand risks involved in unsecure email communication.** \_\_\_\_\_

### **Restrictions on Conduct**

Distance Counseling may be used and accessed for lawful purposes only. You agree to abide by all applicable local, state, national and foreign laws, treaties, and regulations regarding your use of distance counseling.

In addition, without limitation, you agree that you will not do any of the following while using Distance Counseling:

- (a) Record your sessions via any means
- (b) Upload, post, email or otherwise transmit any Content to which you do not have the lawful right to copy, transmit, and display (including any Content that would violate any confidentiality or fiduciary obligations that you might have with respect to the Content);
- (c) Upload, post, email or otherwise transmit any Content that infringes the intellectual property rights or violates the privacy rights of any third party (including without limitation copyright, trademark, patent, trade secret, or other intellectual property right or moral right or right of publicity);
- (d) Use Distance Counseling to collect or store personal data about other users without their express permission;
- (e) Knowingly include or use any false or inaccurate information in your paperwork;
- (f) Upload, post, email or otherwise transmit any unsolicited or unauthorized advertising, promotional materials, junk mail, spam, chain letters, “pyramid schemes” or any other form of solicitation, as well as viruses or other computer code that may interrupt, destroy, limit the functionality of Distance Counseling, or interfere with the access of any other user to Distance Counseling;
- (g) Circumvent, disable, or otherwise interfere with security-related features of Distance Counseling or features that prevent or restrict use or copying of any Content;
- (h) Use any meta tags or other hidden text or metadata utilizing a LFS name, trademark, URL or product name;
- (i) Attempt to probe, scan or test the vulnerability of any LFS system or network or breach or impair or circumvent any security or authentication measures protecting Distance Counseling;
- (j) Attempt to decipher, decompile, disassemble, reverse engineer, or otherwise attempt to discover or determine the source code of any software or any proprietary algorithm used to provide Services;
- (k) Encourage or instruct any other person or entity to do any of the foregoing;
- (l) Have anyone present but yourself during the session without the express knowledge and permission of the therapist.

**Other facts for consideration:**

Before Distance Counseling will commence, LFS will conduct a short screening with the client to determine appropriateness for distance counseling. This 'session' will not be charged to the client and will last ten minutes. During this time LFS will ensure the client can appropriately navigate the technology required to engage in distance counseling, as well as ensure the client's internet or wireless plan can support the bandwidth necessary to have a clear, and audible session. If, after this session the therapist determines the client is not suitable for Distance Counseling appropriate referrals will be made to the client. \_\_\_\_\_ **Initial here to indicate you have read and agree to previous paragraph.**

At any point during the sessions if the therapist determines the client is a candidate for additional services, psychiatric services, including inpatient or emergency services, or is more suited to in-person services, the LFS therapist will make appropriate referrals to the client. \_\_\_\_\_ **Initial here to indicate you have read and agree to previous paragraph.**

Client agrees to wear headphones with a built-in microphone to conduct their session. Client also agrees that to protect their privacy and the confidentiality of their session with the therapist, that they will only participate in their Distance Counseling session in a room with a closed door, and in which no one else is present. The therapist has the right to end the session if the client appears to be conducting their session from a restaurant, open space, work cubicle, etc. The client will be warned, and the session will be rescheduled. \_\_\_\_\_ **Initial here to indicate you have read and agree to previous paragraph.**

If there are internet problems, sound problems, or the therapist or client is not properly visible or heard, the session will be ended and rescheduled. If this occurs less than 20 minutes into the session, the client will not be charged. If the session lasts anywhere from 30 minutes on, the therapist may elect to pro-rate the session, depending on circumstances and at the therapist's discretion. If this becomes an ongoing issue, the therapist may elect to cease Distance Counseling and give the client appropriate referrals. \_\_\_\_\_ **Initial here to indicate you have read and agree to previous paragraph.**

Your therapist can only practice counseling in the state they are licensed in, in this case, Iowa, and you must be in Iowa at the time of the session. You cannot have a Distance Counseling session while you are on vacation or travelling for business in another state, nor could your therapist participate in the session if they are not in Iowa. \_\_\_\_\_ **Initial here to indicate you have read and agree to previous paragraph.**

**I have read fully, understand and agree to abide by the above LFS policies and guidelines. I also understand that I will be provided with a copy of this document at my request.**

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Therapist Signature

\_\_\_\_\_  
Date