Telecounseling Consent for Treatment

The signature below signifies client consent to engage in telecounseling with a provider at the University of Minnesota Duluth in accordance with the following expectations and guidelines:

What is telecounseling?

1. Telecounseling includes the practice of education, goal setting, accountability, referral to resources, problem solving, skills training, and help with decision making. Telecounseling may include mental health care delivery, consultation, and psychotherapeutic treatment.
2. Telecounseling will occur primarily through audio, video, chat, email, secure messaging and/or other data communications. If one form of technology fails in the course of a telecounseling session, an alternate form of communication may be utilized by the counselor.
3. The provider will make every effort to utilize secure technology for communication, including Zoom – HIPPA Complaint. If clients choose to communicate via non-secure formats (non-encrypted email) it is important to be aware that healthcare information can be intercepted by a third party and is not considered confidential as a result.
4. Services delivered by a counselor are required by law to take place within the state in which the counselor is licensed, with the exception of crisis consultations/sessions. If the client is physically located outside the state of Minnesota, they must immediately notify the counselor who will work to support the client within the limits of licensure, including – if possible – connecting the client with local resources.

What are the client’s rights in regards to telecounseling?

5. Clients have the right to withhold or withdraw consent at any time. If consent is withheld or withdrawn, the client has the option to request a referral to a local mental health provider.
6. The laws that protect the confidentiality of client personal information in face-to-face counseling also apply to telecounseling. As such, the information disclosed by the client during the course of sessions is generally confidential. The dissemination of any personally identifiable images or information from the telecounseling interaction to other entities shall not occur without the client’s written consent, except in cases of mandatory or permissive exceptions to confidentiality. Such exceptions include, but are not limited to:
   - suspected child, elder, and/or dependent adult abuse;
   - expressed threat of violence toward an ascertainable victim;
   - expressed threat to harm or kill self; and
   - court subpoena.
7. The client has a right to access personal information and copies of case records in accordance with Federal and Minnesota law.
8. The client agrees to not record telecounseling sessions.
9. The client agrees to be dressed as if they were attending in-person, face-to-face counseling sessions.

When is telecounseling appropriate?

10. Receiving telecounseling services may not be appropriate for all clients. If the counselor believes the client will be better served by face-to-face resources, they will work to connect the client with someone locally. If the client has experienced any of the following, they should notify the provider to discuss whether a face-to-face resource is available:
   - recent suicide attempt(s), psychiatric hospitalization, or psychotic processing (last 3 years);
   - moderate to severe major depression or bipolar disorder symptoms
   - moderate to severe alcohol or drug abuse
   - severe eating disorders
   - repeated acute crises (i.e. occurring once or more in a month, or more frequently).
11. The client understands that the counselor may not be available for contact between scheduled telecounseling sessions. In an emergency or crisis situation (such as those listed above), the client should immediately call 911 or seek help from a local hospital or crisis health care facility. If the client experiences thoughts of suicide without a clear commitment to safety, they should contact one of the following:

- 911
- National Suicide Prevention Lifeline 800-273-8255
- (in Duluth Area) Birch Tree Center Crisis Line at 218-623-1800

**Are there risks involved?**

12. There are risks and consequences from telecounseling, including but not limited to the possibility, despite reasonable efforts on the part of the counselor that:

- the transmission of client personal information could be disrupted or distorted by technical failures;
- the transmission of client personal information could be interrupted by unauthorized persons; and/or
- the electronic storage of client personal information could be accessed by unauthorized persons.

Telecounseling may not be as complete as face-to-face services; additional research is needed on the long-term effects of telecounseling versus face-to-face treatment in order to better understand the benefits and limitations of telecounseling treatment.

While the client may benefit from telecounseling psychological counseling, results cannot be guaranteed or assured. There are potential risks and benefits associated with any form of counseling, and despite efforts of both client and counselor, the client’s condition may not improve, and in some cases may even get worse.

**What is the role of collaborators?**

13. Client consent to telecounseling services includes the identification of two local (or on-site) collaborators that can be reached by the counselor if there is any concern for client physical or emotional wellbeing. These collaborators may be called upon to contact the client or to alert local authorities in an emergency.

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I have read and understand the information provided above. By electronically signing this document, I agree to follow the guidelines and expectations for telecounseling services through the University of Minnesota Duluth.

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