



## Telecounseling Consent & Statement of Understanding Audio/Visual Sessions

### Client Information

Name \_\_\_\_\_ Date of Birth \_\_\_\_\_

Home address \_\_\_\_\_ Zip \_\_\_\_\_

Phone: (Work) \_\_\_\_\_ (Home) \_\_\_\_\_ (Cell) \_\_\_\_\_

### My Identity and Contact Information

In all communications with my counselor I agree to honestly represent my identity and personal information. I also agree to regularly update my address, telephone number, and e-mail address, as well as any emergency contacts. Failure to do so releases my counselor from any and all ethical and/or legal obligation to warn during threatening situations.

### Use of Technology and Limits of Communication

Any communication by unsecured means (i.e., non-encrypted email, text messaging, instant messaging, etc.) will only be used for scheduling or for clarifying questions related to the services being provided. If I send any messages involving personal information to my counselor without encryption, I agree to waive my privilege to confidentiality. In addition, I must assume full responsibility for the risks inherent in insecure Internet transmissions, including any losses or damages. I also agree not to post transcripts or any other recording of my counseling sessions online or to distribute them in any way. I have read and understood the section below on confidentiality.

### Telecounseling Precautions

I understand that telecounseling and face-to-face counseling involve important differences that limit the responsibilities assumed by my counselor. Unlike in face-to-face counseling, my counselor cannot guarantee the same degree of confidentiality since telecounseling partially takes place in a space outside of my counselor's control (i.e., the internet and my physical location). Because telecounseling takes place at a distance and possibly across jurisdictions my counselor cannot reliably intervene in situations that may involve risk to my emotional or physical well-being (e.g., if I am in crisis, suicidal, or require hospitalization). This means I agree to take full responsibility for making the the following treatment decisions:

- Whether and where I decide to initiate the teleconference
- Whether and how I will protect the confidentiality of my conversation from my side of the teleconference
- Planning in advance what I will do if I become in need of emergency emotional support, including knowing how to contact my local crisis or emergency hot-line
- E-Counseling (Text-Based Messaging)
- Counseling will take place via audio+video connection only. Text based communication will not be used for counseling, however it can be used as a support for arranging the logistics of counseling.

### Fees

Fees (copays or cash pay) are to be paid prior or immediately following the session per counselor's and client's agreement.

### Emergency Contact Information

In case of emergency or clear imminent harm to myself or another person, my counselor is legally and ethically bound to contact the appropriate authority. My counselor has my permission to contact my family doctor, a friend/family member, or appropriate authority, in such cases. I understand that my counselor will not agree to provide counseling unless this form is completed in full. I also understand that falsification of this information releases my counselor from all legal responsibility and repercussions related to notifying appropriate authorities in the case of an emergency.

## Confidentiality Agreement

In general, your identity as a client, as well as, the disclosures that you make to me in the course of our work are private and protected. This means that I do not reveal to anyone outside of Relationship Counseling that you are a client of mine, nor do I share anything that you say during our work with anyone outside my practice. If you would ever like me to reveal your status as a client, or you would like me to share information with a third party, you will be asked to sign an agreement waiving your right to confidentiality.

### Unintentional Breaches of Confidentiality

Telecounseling has certain aspects to it which present challenges to confidentiality that do not exist in conventional, face-to-face counseling. There are breaches of confidentiality that a conventional counselor has control over that a telecounselor does not and you need to be aware of areas where your confidentiality might *unknowingly* be breached:

#### *E-mail*

Any e-mail that you send from conventional online e-mail services like Hotmail, Gmail, Yahoo or other similar agencies are not secure. These organizations reserve the right search the content of your letters. Similarly, private web-based e-mail messages (such as ones you may send from a program on your own computer, such as Eudora, Outlook Express or the Macintosh Mail program) may be intercepted by others once sent.

Finally, if you are using a work provided e-mail your employer almost always has the right to access the information in e-mails that you send. In many locations those messages are considered to be the property of the employer. In order to overcome this breach of security you might consider setting up an online, encrypted and secure e-mail address that you use for sending and receiving messages from me. You might try [www.safe-mail.net](http://www.safe-mail.net) which is free, secure and easy to use, but there are many other similar services available like the one I use called Hushmail which has a small monthly fee. Any message that you send to me from a non-encrypted source, or that you send to an e-mail account of mine other than the practice email (@therelationshipexperts.org) account represents a possible breach of security that I cannot secure.

#### *Conversational privacy*

In conventional counseling it is the responsibility of the counselor to ensure that no one can over hear the counseling conversation. During telecounseling I will ensure that no one will be able to hear my side of the conversation. I counsel from a secure office. However, I cannot assure the privacy of your location. If you are somewhere where a family member, co-worker or even a stranger might be able to hear or see you then our conversation cannot be kept secure. I strongly encourage you to find a private location to have our conversation. I also cannot ensure that your computer is free of malicious software that might record your end of the conversation. If you have any concerns about this, you should have your computer examined by a qualified IT professional. This is important not only for confidentiality, but for the process of counseling. It is very difficult to be attentive and focused on the process if there are constant interruptions, or if you feel others can see or hear you (and therefore possibly judge you). For this reason, and for your sake, I will refuse to begin or might possibly end a counseling session if I realize that you are not in a private location. Internet cafe's, a common room in your work station, a public library terminal, or your own computer in an open living area of your house with others around you are not appropriate areas for counseling. Similarly, it is important that we create counseling environment free of interruptions. Please do not schedule sessions while you are on-call. We must be sure that the therapy hour will be uninterrupted.

#### *Assurance of Intent*

Be assured that your right to confidentiality is very important to me. In the unlikely event that I must breach confidentiality, I will make every effort to use care and discretion while meeting my legal and ethical obligations.

## Consent

\_\_\_\_\_  
Client's signature (age 12 and older)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Parent/guardian of minor OR of legally disabled recipient

\_\_\_\_\_  
Date