

## **NOTICE AND ASSUMPTION OF RISK**

I acknowledge that I have read and fully understand the risks, limitations, conditions of use, and instructions for use of telecounselling and/or videocounselling. Additional information regarding the conditions, procedures and instructions applicable to such use is set out in the Appendix. The care provider will use reasonable means to protect the security and confidentiality of information sent and received using the telecounselling and/or videocounselling services. However, because of the risks outlined below, the care provider cannot guarantee the security and confidentiality of certain electronic communications (including telecounselling and/or videocounselling) for the following reasons:

- The use of electronic communications to discuss sensitive information can increase the risk of such information being disclosed to third parties;
- Despite reasonable efforts to protect the privacy and security of electronic communication, it is not possible to completely secure information provided through such formats;
- Electronic communications can be forwarded, intercepted, circulated, stored, or changed without the knowledge or permission of the care provider or the student; and
- Electronic communications may be disclosed in accordance with applicable legal obligations, including the duty to report or a court order.

Additionally, there are therapeutic limitations to telecounselling and/or videocounselling services. For example, there is the potential for misunderstandings when two people are not in the same room. Your care provider will work to mitigate these challenges.

I understand and accept the risks associated with the use of telecounselling and/or videocounselling in my communications with the care provider and their staff. I also consent to the conditions associated with the use of telecounselling and/or videocounselling outlined within the Appendix, and will follow the instructions outlined in the Appendix, as well as any other conditions that the care provider may impose on communications with students using telecounselling and/or videocounselling services.

I acknowledge and understand that despite recommendations that encryption software be used as a security mechanism for electronic communications, it is possible that my communications with the care provider using telecounselling and/or videocounselling services may not be encrypted.

I agree to communicate with the care provider using telecounselling and/or videocounselling with a full understanding of such risk. I acknowledge that either I or my care provider may, at any time, choose to stop participating in telecounselling and/or videocounselling services upon the provision of written notice of such intent.

I agree to participate in telecounselling and/or videocounselling appointment(s) for the service(s) selected above, and I have reviewed and understand the associated risks, conditions, and instructions.

## **APPENDIX**

Telecounseling and/or videocounseling involves the use of technological applications to enable care providers (Psychologists, Therapists, Case Managers, etc.) to provide care, counseling, or to deliver services remotely to a student. The information set out below is provided in order to enable you to understand the conditions and procedures associated with using telecounseling and/or videocounseling so that you can make an informed decision about participating in a telecounseling and/or videocounseling appointment:

### Conditions Applicable to Use of Telecounseling and/or Videocounseling Services:

- While the care provider will attempt to review and respond to electronic communications in a timely manner, the care provider cannot guarantee that all electronic communications will be reviewed and responded to within any specific period of time.
- Electronic communication is not an appropriate substitute for in-person appointments, where appropriate, or for attending the Emergency Department when needed. You are responsible for responding to electronic communications sent by the care provider, and for scheduling follow-up appointments where warranted.
- Electronic communications concerning treatment may be printed or transcribed in full and made part of your electronic health record. Only those individuals authorized to access your electronic health record, such as staff and billing personnel, may have access to those communications.
- The care provider may forward your electronic communications to staff and those involved in the delivery and administration of your care. The care provider will not forward your electronic communications to any third parties, including family members, without your prior written consent, or as required by law.
- The care provider is not responsible for information loss due to technical failures associated with your personal software or internet provider. In the case of a technological failure, your care provider will follow-up with you using an alternate method (i.e., telephone, email).

### Telecounseling and/or Videocounseling Procedure:

- a) In your first appointment your care provider will discuss the contents of this form with you. This provides you the opportunity to ask questions or express any concerns you might have. The remainder of the session will be spent gathering information about your presenting concerns(s) and/or need(s);
- b) Details of your mental health history and/or previous appointments may be discussed to ensure proper care;
- c) Additional information will need to be gathered during the course of your first appointment to ensure your safety. This includes your exact location during the session(s);
- d) You will be notified if a technical support staff member is present during a telecounseling appointment to aid in the telecommunication transmission. This technician is also bound by the duty of confidentiality;

e) Reasonable and appropriate efforts have been made to eliminate any confidentiality risks associated with the appointment, and all existing confidentiality and privacy protections under federal and provincial laws apply to information disclosed during the telecounselling and/or videocounselling appointment;

f) The care provider may determine the need for an in-person appointment to be scheduled at a later date; and

g) Additional consent form(s) specific to the office(s) your telecounselling and/or videoconselling appointment(s) is with may need to be signed.

Instructions for Communicating Through Telecounselling and/or Videocounselling:

You are required to adhere to the following instructions relating to your use of telecounselling and/or videocounselling:

- You must inform your care provider of any changes in your email address, mobile phone number, or other account information necessary to communicate; and
- You will be required to provide details with respect to your current location (i.e., address) during the telecounselling and/or videocounselling appointment, and to remain at this location if there is any disruption of service during the course of your appointment.

At the Time of Your Appointment:

a) Your care provider will call you at the telephone number provided on the intake form or connect with you on the pre-arranged video counselling platform. If you do not answer or connect, and you have given consent for the care provider to leave a message, they will do so, indicating that they will try to reach you again in 10 minutes. If you do not answer on the second attempt, your appointment will be cancelled.

b) Please ensure that you are in a safe and quiet place at the time of your appointment. This will help reduce distractions and ensure that confidentiality is maintained throughout the appointment; and

c) If you have provided a cell phone number, please ensure that your phone is adequately charged and/or that you have the ability to plug your phone in.

I \_\_\_\_\_ (please print name)

have read and understood the above document and have had any questions answered to my satisfaction.

\_\_\_\_\_  
Client signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Counsellor signature

\_\_\_\_\_  
Date