

I, _____ hereby consent to engaging in tele-therapy with _____ (provider's name) and Clearwater Counseling as part of my psychotherapy. I understand that "tele-therapy" includes the practice of health care delivery, assessment, diagnosis, consultation, treatment, transfer of medical data, and psychoeducation using interactive audio, video, or data communications. I understand that, with my signed consent, tele-therapy may also involve the communication of my mental health information, both orally and visually, to other health care practitioners located in the State of Minnesota.

Member Eligibility: All therapists are trained to screen for disorders which may not be appropriate for this method of treatment. If you, as a client of Clearwater Counseling, have any history of major psychiatric episodes, hospitalizations or drug/alcohol dependence or have been diagnosed with any of the following - Borderline Personality Disorder, Bipolar Disorder Type 1, Mentally Ill/Chemically Addicted (MICA), and/or Schizophrenia - you must disclose this information to your Practitioner at the initial meeting. In these circumstances, tele-therapy will not be provided; instead in-office therapy will be offered. Additionally, tele-therapy is ruled out if a client states any desire to do harm to him/herself or others. Clearwater Counseling therapists reserve the right to terminate tele-therapy with a client if service expectations are incompatible. Clearwater Counseling and your therapist also reserves the right to terminate client use of tele-therapy, and may refuse all current or future use at any time. In these situations, office-based therapy will be offered, or a referral to another agency may be made.

IF YOU HAVE CONSIDERED OR ARE CONSIDERING SUICIDE, OR BELIEVE YOURSELF TO BE A POTENTIAL THREAT TO THE SAFETY OF OTHERS, YOU MUST IMMEDIATELY CALL 911 AND NOTIFY THE POLICE. TELE-THERAPY WILL NOT BE AVAILABLE IN THESE CIRCUMSTANCES.

About Counseling Via Tele-therapy: Also known as tele-behavioral, tele-practice, cyberpsychology, tele-mental health, behavioral tele-health, and online or virtual therapy. Tele-therapy is providing a psychotherapy service that is not "in person" and is facilitated through the use of technology. The therapist will, as with office-based therapy, maintain a clinical record of the therapeutic process, including a diagnostic assessment, treatment plan, and progress notes for each kept appointment. These written records are kept in a HIPAA-compliant electronic medical record and are available for review with the client upon request. Clearwater Counseling uses a secure, encrypted web-based platform, with a 'virtual office' accessible only to the client and the therapist, and with the therapist 'locking' the virtual office when the client and therapist can view one another in the virtual office so as to ensure no other persons may enter. We ask that you also locate a safe and quiet space to engage in care (must be located within the state of MN). Tele-therapy is subject to all practice and ethical considerations discussed in this document and in the law, rules and regulations governing licensed practice in Minnesota.

Possible disadvantages to counseling via tele-therapy include but are not limited to: cultural differences; language barriers; inconsistency of internet connection; lack of client access to a web cam; or disruptions such as phone calls or other individuals who may interrupt the client's home, office or other environment while meeting with their therapist virtually. Any of these disadvantages may impact the delivery of services. Clients will be asked to provide off-line contact information such as a phone number in case of a technology breakdown or loss of internet connection. Clients will not fault Clearwater Counseling or issue any complaint for the failure of the internet or the web-based platform's performance. In cases of internet or technology failure, the session can NOT be continued via telephone, but will rather be rescheduled.

Advantages of tele-therapy include but are not limited to: I understand that using the tele-therapy platform allows access to mental health services that might not otherwise be available to me due to my mental health, and/or my physical, resource, or geographic limitations. Allowance for clients to attend virtual sessions from home or office, convenience of and less time required for attendance of regular therapy sessions, lack of need for travel to a clinic location, high level of confidentiality due to the secure nature of tele-therapy, and the ability for clients to address mental health concerns as if in an office setting; the only difference is that the client and therapist are meeting in a 'virtual office' rather than a clinic office.

Nature of Counseling: There may be both benefits and risks while participating in counseling, whether in-person or remotely. Counseling may improve your ability to relate with others, provide a clearer understanding of yourself, your values, and your goals. Since counseling may also involve discussing unpleasant aspects of your life, you may also experience uncomfortable feelings. Counseling often leads to better relationships, solutions to specific problems, and significant improvement in feelings of distress. However, please understand there are no guarantees of what you will experience. You agree that you understand the possible

advantages and disadvantages of tele-therapy, understand the policy and procedures, and engage in care at your own risk, and shall not hold Clearwater Counseling or its therapists liable for any information or insight distributed here.

Engaging in Tele-therapy:

Scheduling: I understand that scheduling is conducted through my therapist at Clearwater Counseling and is based on my therapist's normal clinic hours. Tele-therapy appointments are considered outpatient services and not intended as a substitute for emergency or crisis services. Crisis or mental health emergencies should be directed to the local county crisis line or by dialing 911.

Email. Immediately prior to the start time of a scheduled tele-therapy therapy session, the therapist will send a link to the virtual office via their secure Clearwater Counseling email to the email address on file for the client (if your provider is utilizing Microsoft Teams). If your provider is utilizing the doxy.me platform, a link to your provider's waiting room will be provided via email prior to your first tele-therapy session and that unique link is the same link to be utilized for all subsequent tele-therapy sessions. It allows you to enter the tele-therapy "waiting room" and your provider will join around your appointment start time. A signature on this form authorizes Clearwater Counseling/therapists to send these emails to the client email address on file and acknowledges that it is the client's responsibility to maintain the security of their own email account. Please also refer to your signed Registration Document for further policy and procedures regarding email and text communications.

Initial Intake Session: Clients must schedule their initial appointment at one of Clearwater Counseling's locations, in order for their first session to be conducted face-to-face. At this first appointment the therapist will make the final determination whether follow up appointments may be conducted via virtual office, in-person at an office, or a combination of both, depending on the presenting issues, diagnosis, and other life circumstances of the client.

Technology: I understand that I may need to download an application and/or software to use this platform. I also need to have a broadband Internet connection or a smart phone device with an adequate cellular connection at home or at the private location deemed appropriate for services (within the state of MN). I also understand that in case of technology failure, I may contact _____ (provider's name) at Clearwater Counseling via phone to coordinate alternative methods of treatment.

Financial Obligations: Fees associated with tele-therapy appointments are payable by credit, debit, or by check (mail payment to: Clearwater Counseling; 1802 Wooddale Drive; Woodbury, MN 55125). If fees may be associated with my tele-therapy services, I agree to have my credit/debit card information on file with _____ (provider's name) and Clearwater Counseling. If I am a self-pay client, I am aware of the fees associated with tele-therapy appointments and agree to pay at the time of my appointment. I understand that I am responsible for cancelled tele-therapy appointments in accordance with Clearwater Counseling's cancellation policy as documented by my signed Registration Document.

Clients using Insurance: I am responsible for contacting my insurance company, if applicable, to determine what my out-of-pocket costs may be. I authorize insurance benefits to be paid directly to Clearwater Counseling (Rowlison Diversified Investments) and _____ (provider's name) and Clearwater Counseling (Rowlison Diversified Investments) may release any information to my insurance provider required for processing my claims.

Online Boundaries. Clients should understand both the boundaries and expectations related to forming therapeutic relationships online. Any requests to Clearwater Counseling therapists for "friendship", business contacts, direct or "@" replies, "re-Tweets", "tagging", blog responses or requests for a blog response within social media sites will be ignored to preserve the integrity of the therapeutic relationship and protect sensitive information. You agree to not engage in any of the previously mentioned or following online behaviors: asking for or sharing business contacts, direct or "@" replies, engage in "re-Tweets", "tagging", blog, screen shots, "adding as a friend", saving images or sessions, or recording sessions etc.

Any audio, video or use of other technology, such as a 'smart' device, by a client, to record tele-therapy is NOT allowed. Clearwater Counseling and its therapists are not responsible if clients choose to do so while meeting virtually without informing their therapist of this intent. As a general practice, _____ (provider's name) and Clearwater Counseling DO NOT record Tele-therapy sessions without prior permission. Posting verbatim information from your communications with your therapist to any third-party site, such as Facebook, is discouraged in order to protect the therapeutic process and your own privacy. Members may do so at will but cannot hold Clearwater Counseling or its therapists responsible for any effects this action may have.

Scope of Practice. As with office-based therapy, our licensed professionals follow state laws and codes of ethics as applicable in the provision of tele-therapy, and comply with all professional licensing board requirements to remain in good standing as a licensed mental health professional.

Residents of the State of Minnesota are eligible to receive tele-therapy through Clearwater Counseling from providers licensed to practice in Minnesota; residents of Wisconsin are eligible to receive tele-therapy from providers licensed in the State of Wisconsin.

Due to professional licensing standards, and the appropriate and necessary oversight for all licensed mental health professionals, only staff licensed in the state where the client resides may provide services to that client. If a client misrepresents their state of residence, Clearwater Counseling and its therapists are not accountable for this misrepresentation. Furthermore, clients must be physically located within their state of residence at the time of each session in order for the session to take place. Web based therapy may not be used in cases of out of state travel at this time.

Clearwater Counseling tele-therapy is not available to clients who live in a country that is prohibited by law, regulation, treaty, or administrative act from entering into trade relations with the United States.

Security. Clearwater Counseling utilizes a private network and an encrypted connection for therapeutic exchanges in a 'virtual office' for which individual therapists maintain their own unique password and which will be locked upon commencement of the session. Clearwater Counseling verifies the identity of clients at the time of each session using name, location, and basis for care. Any and all sensitive information stored in Clearwater Counseling's electronic medical record will be safe and protected by our HIPAA-compliant platform.

Tele-therapy clients are strongly advised to access the internet via a private password-protected network for greatest security and confidentiality. If a client chooses to use a shared or unsecured wireless network, it is at the client's own risk and agreement to hold Clearwater Counseling not liable for any breach of confidentiality resulting from an unsecured network connection. Tele-therapy clients are responsible for locating themselves in a secure, quiet, and private location for their tele-therapy session. I agree that all members in attendance of the tele-medicine session will be in full view of the camera. Additionally, I agree to turn off all apps and notifications on the device that I am utilizing for tele-medicine.

Confidentiality: The laws that protect the confidentiality of my medical information also apply to tele-therapy. As such, I understand that the information disclosed by me during the course of my therapy is generally confidential. However, there are both mandatory and permissive exceptions to confidentiality including but not limited to: reporting child, elder, and dependent adult abuse, expressed threats of violence towards an ascertainable victim, and circumstances in which I make my mental or emotional state an issue in a legal proceeding. _____ (provider's name) and Clearwater Counseling's Tele-therapy platform is HIPAA compliant to protect my privacy and confidentiality.

I understand that I have these rights in regards to Tele-therapy:

1. I have the right to withdraw my consent at any time. I can do so in writing.
2. I understand that there are risks and consequences associated with tele-therapy including, but not limited to the possibility, despite reasonable efforts on the part of my therapist, that the transmission of my medical information could be disrupted or distorted by technical failures. In addition, I understand that tele-therapy-based services and care may not be as complete as face-to-face services. I also understand that if my therapist assesses that I would be better served by another form of psychotherapeutic services (e.g. face-to-face services) I will be referred to a therapist who can provide such services in my geographic area.
3. I understand that I may benefit from tele-therapy but that results cannot be guaranteed or assured.
4. I understand that I have a right to access my mental health information and copies of medical records in accordance with Minnesota state law.

I have read and understand the information provided above. I have discussed it with my therapist and all of my questions have been answered to my satisfaction. My signature below indicates my informed and willful consent to treatment using this platform.

Client Signature: _____ Date: _____

Client's Guardian's Signature/Other Responsible Party: _____ Date: _____