

AGREEMENT FOR INDIVIDUAL COUNSELING SERVICES

UAB Student Health and Wellness approaches health and mental health comprehensively. This document contains important information about counseling services.

Counseling offers opportunities for you to learn to resolve problems and cope with life stressors effectively. During the course of counseling, you may experience distressing memories, feelings, and thoughts; similarly, the insights you gain may change aspects of your life, including personal relationships. Counseling is a collaborative process between you and your counselor. The following document provides information about your rights and responsibilities as a client at Student Counseling Services (“SCS”) and also the rights and responsibilities of the SCS clinical and administrative staff.

Client’s Rights and Responsibilities: I agree to receive mental health counseling from my institution, the University of Alabama at Birmingham (“UAB” or the “University”). I understand the following rights and responsibilities set forth by UAB’s SCS:

- Counseling services are available only to actively enrolled UAB students.
- I have the right to refuse to participate in any area of counseling and to limit my level of personal exploration.
- I understand my level of involvement, including communications and visits, is partly responsible for the effectiveness of mental health treatment offered by SCS.
- I understand promptly communicating my questions, concerns, needs, and/or plans for treatment to my counselor will maximize the benefits of counseling.

Limits to Counseling Services: I understand the following limitations to the treatment provided by SCS:

- If I am an active patient of another mental health practitioner for individual counseling, I cannot be treated by UAB’s SCS.
- SCS retains the right to assess the severity of my mental health condition and may decide I would be better assisted by another health professional. Reasons for this may include, but are not limited to, the severity of the mental health concern, available treatment options, and/or the need for guidance from a more specialized provider.
- If SCS believes I would benefit from seeing a provider in the community with specialized training and/or who offers a more appropriate level of care, I may be referred out with the assistance of the SCS clinical case manager.

Records: By signing below, I acknowledge that information regarding the treatment I receive from SCS, including counseling progress notes, dates of service, portal messages, questionnaires, and releases of information forms, are maintained and stored in an encrypted, secure Electronic Medical Record System data server maintained by UAB’s Department of Student Health and Wellness. Counseling records are not part of my educational record and are also separate from medical records associated with UAB Health System.

Confidentiality: By signing below, I acknowledge that state and federal laws and the codes of ethics for licensed mental health providers prohibit counselors from releasing my mental health information to anyone without my written authorization or without just cause. The limits of confidentiality are as follows:

- **Severe risk of harm to myself:** Counselors are required by law to intervene if they believe that I am in imminent danger of harming myself. Emergency personnel may be contacted for assistance if I display threatening or disruptive behavior, and/or I may be referred to the Office of Student Conduct and Outreach as a student of concern.
- **Severe risk of harm to others:** Counselors are also required to attempt to warn and protect an intended victim(s) if they believe I pose a serious threat of physical violence to another identifiable individual. I understand that if I make threats of violence or exhibit other similar dangerous behaviors, SCS can submit a referral to emergency personnel, the Office of Student Conduct and Outreach, and/or UAB's Behavioral Threat Assessment and Management Team.
- **Abuse/Neglect:** I understand Alabama law requires counselors to report child abuse and neglect, suspected child abuse and neglect, elder abuse, suspected elder abuse, abuse of adult in need of protective services, and suspected abuse of an adult in need of protective services to the Department of Human Resources. The state of Alabama defines a "child" as anyone under the age of 18 or under 19 in special circumstances.
- **Coordination of care with Student Health Services:** I understand that in UAB's shared medical record system, Student Health Services physicians and nurse practitioners have access to my records for the purpose of consultation. The Student Health Services medical providers are bound by Alabama laws of confidentiality and will not discuss my records with others unless required or permitted under applicable law.
- **Consultation:** I understand counselors may seek consultation and/or clinical supervision from other licensed mental health practitioners if supplementary expertise would render the best possible service to a client. Consultations and supervision primarily take place among Student Counseling Services licensed staff. If consultation occurs with an outside provider, my identity will not be shared without my written consent.
- **Legal and administrative proceedings:** I understand that if I raise the issue of my mental health status in a legal or administrative proceeding (e.g. worker's compensation claim, sanity hearing, mental distress as a result of an accident), the court may order my counselor to testify about confidential matters. The court also permits counselors to reveal facts about my treatment if I accuse my counselor of malpractice.

Missed Appointments and Cancellations: I understand that appointments can be cancelled on the Patient Portal or by phone. Missed appointments, cancellations, and policies related to appointments are defined below:

- **Cancellation:** Canceling an appointment more than 2 hours before the scheduled time.
- **Late-cancel:** Canceling less than 2 hours before an appointment.
- **No-show:** Missing a scheduled appointment without canceling in advance or coming to an appointment more than 15 minutes past the scheduled time of a session.
- **Late fee:** A \$25.00 late cancellation/no-show fee will be charged to my student account if I miss my appointment. If I arrive more than 15 minutes late for an appointment, I will be asked to reschedule. I will also be charged a late cancellation/no-show fee. I may appeal a late cancellation/no-show fee within 30 calendar days of the appointment date when charged in error.

Excessive late-cancels and/or no shows (more than 2 in a semester) may result in having to wait until the following semester to schedule an appointment with my counselor.

Communication with Your Counselor: I understand that counselors communicate with clients through the secure Patient Portal, which is part of my electronic medical records; counselors also contact clients by phone. Except in certain circumstances, counselors do not communicate

with clients by email. Patients may contact their counselor through the secure Patient Portal, visiting the website, and logging in with their Blazer ID and password.

Inclement Weather Closings and Appointments: I understand that in the event of inclement weather, SCS will follow the general University closing directives (if classes are cancelled, SCS will close and the student appointment will be cancelled). SCS is NOT considered “a clinic” or “medical services.” When University operations re-open, clients may contact the office during regular business hours at (205) 934-5816 to reschedule an appointment.

Telehealth/Distance Counseling

Telehealth is a broad term that refers to mental health services and information provided electronically or with the use of technology. Telehealth counseling may include mental health education, diagnosis, consultation, treatment, and referrals to resources. I agree to receiving telehealth counseling with SCS.

Telehealth counseling with SCS will occur primarily through telephone conversations and video sessions (HIPAA Compliant Zoom) and may involve exchanges through the secure Patient Portal. I may be screened to determine if telehealth/distance counseling is the best fit for my needs.

- **I may not receive telehealth/distance counseling if I am experiencing the following: recent suicide attempt, recent psychiatric hospitalization, active psychotic symptoms, moderate to severe substance use disorders, severe eating disorders, repeated crises (occurring once a month or more), or other conditions that may limit the counselor’s ability to fully meet my needs.**
- **I will not receive telehealth/distance counseling if I am not physically located in the state where my provider is licensed (Alabama).** Telehealth service cannot be provided to individuals who are outside of the state of Alabama (includes internationally). Restrictions may be waived under certain circumstances at the discretion of my counselor.

If it is determined that telehealth/distance counseling is not a good fit based on my needs or other circumstances, SCS will make every effort to ensure that I am connected with appropriate care.

I understand that telehealth/distance counseling will not be the same as a direct patient/health care provider visit because I will not be in the same room as the consulting telehealth provider.

I understand that there are potential risks to this technology, including interruptions, unauthorized access, and technical difficulties.

I understand that there may be limitations to image quality or other electronic problems that are beyond the control of SCS.

I understand that SCS or I can discontinue the telehealth/distance counseling visit if it is felt that the video-conferencing connections are not adequate for the situation.

I also understand that:

- I can decline the telehealth/distance counseling service at any time without affecting my right to future care or treatment, and any program benefits to which I would otherwise be entitled cannot be taken away.
- I will have access to all medical information resulting from the telehealth/distance counseling service as provided by law.
- I agree that any dispute arising from the telehealth/distance counseling will be resolved in Alabama, and that Alabama law shall apply to all disputes.

I understand the following additional considerations for telehealth/distance counseling:

- **Confidentiality:** The laws that protect the confidentiality of my personal information and clinical treatment record also apply to telehealth/distance counseling. I will be mindful of where I am physically located during my counseling session to ensure my privacy. I will be in a safe, secure location away from roommates, friends, or family members, and I will try not to engage in a counseling session while in a room with others or in any public place. If privacy is a concern for me, I will let my counselor know, and he/she can help me plan for a private location during my session. My counselor has a right to request I move to a confidential location or end the session should I not be in a confidential location.
- **Technology:** I will do my best to ensure that I have a reliable internet connection and a fully charged device (phone, tablet, computer) to engage in my counseling session. I also understand that I am responsible for any cellular data charges associated with the telehealth counseling. To avoid data charges, I confirm that connecting to Wi-Fi is necessary. Should I choose to connect via cellular data or any other means, I am responsible for all data charges related to this visit. I will be mindful that if my appointment is in a video call format, it is possible data charges may occur if I am not connected to wireless or Ethernet internet.
- **Video counseling etiquette:** I understand that telehealth/distance counseling may feel more casual than face-to-face appointments in the office, but I understand that making the effort to arrive at my appointment in a manner that is similar to how I might show up in the office makes a difference. I will be mindful of what I am wearing and the positioning of my camera, will limit distractions and background noise, and will avoid multitasking.
- **Safety:** I understand that I agree that I will not be driving or riding in a moving vehicle for my counseling session.

Emergency support after-hours: If you experience a mental health emergency and need immediate assistance, please go to the nearest hospital emergency department or contact 911 or the UAB Police Department at (205) 934-3535. 24-hour crisis talk lines are available by calling the Crisis Center at (205) 323-7777 or the National Suicide Prevention Lifeline (800) 273-8255.

CONSENT/SIGNATURE PAGE

Please keep the above information for your records. Please sign this page to confirm that you have read and agree to the conditions of this Agreement for Individual Counseling Services provided by UAB's Student Counseling Services.

By signing below, I acknowledge that I have read and understand the policies described above. I understand that this consent will remain valid unless I withdraw it in writing and terminate treatment, which I may do at any time.

Student Signature

Date