



TECHNOLOGY ASSISTED COUNSELING AGREEMENT AND CONSENT

I consent to engaging in Technology Assisted Counseling (TAC). I understand that TAC includes consultation, treatment, and transfer of medical data, emails, telephone conversations and education using interactive audio, video, or data communications. I understand that TAC also involves the communication of my medical/mental information, both orally and visually.

I understand that I have the following rights with respect to TAC:

- 1) I have the right to withhold or withdraw consent at any time without affecting my right to future care or treatment.
- 2) The laws that protect the confidentiality of my medical information also apply to TAC. As such, I understand that the information disclosed by me during the course of therapy or consultation 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 and ascertainable victim; and where I make my mental or emotional state an issue in a legal proceeding.
- 3) I understand that there are risks and consequences from TAC, including but not limited to the possibility, despite reasonable efforts on the part of my counselor, that: the transmission of my information could be disrupted or distorted by technical failures; the transmission of my information could be interrupted by unauthorized persons; and/or the electronic storage of my medical information could be accessed by unauthorized persons.
- 4) You are responsible for information security on your computer. If you decide to keep copies of our emails or communication on your computer, it's up to you to keep that information secure. Security of our emails cannot be guaranteed as they travel between our computers. It is possible, though unlikely, to intercept emails in transit. If you are concerned about that possibility, please consider the option to encrypt our emails. Even if an encrypted email were intercepted, the encoded message would be unreadable. You acknowledge some forms of TAC involve the risk of the potential release of private information due to the complexities and abnormalities involved with the Internet. Viruses, Trojans, and other involuntary intrusions have the ability to grab and release information you may desire to keep private. Furthermore, there is the risk of being overheard by anyone near you if you do not place yourself in a private area and open to other's intrusion. It is YOUR responsibility to create an environment on your end that is not subject to unexpected or unauthorized intrusion of your personal information. It is MY responsibility for me, the counselor, to do the same.
- 5) I understand that I may benefit from TAC, but that results cannot be guaranteed or assured.
- 6) I understand that no session may be taped or recorded without the acknowledgement and permission of both the client and therapist. No session or portion of a session may be posted or used for any type of social media or network.

(For a client who resides outside their counselor's state of residence and professional licensure, there is an important issue that should be understood before TAC begins: By utilizing the therapeutic services, the client agrees that he/she is soliciting the services of a professional outside of his/her state of residence. By doing this, the client agrees that the "point-of-service" of the counseling is to occur in the counselor's state of residence and licensure, not the client's. In essence, the client is using the telephone or Internet to virtually travel to the counselor (the counselor's state of professional practice). Hence, counselors are accountable to and agree to abide by the ethical and legal guidelines prescribed by their state of licensure and residence. By agreeing to solicit the counselor's services, the client agrees to these terms.)

I have read and understand the information provided above. I have discussed with my counselor questions and concerns I have, if any, and all have been answered to my satisfaction.

Signature of Client

Date

Witness to Signature

Date