

## TELESESSIONS INFORMED CONSENT

I, hereby consent to engage in **teleessions** and/or **teletherapy** with Texas Premier Counseling Services, PLLC. (Texas PCS) Teletherapy is a form of service provided via internet technology, which can include consultation, treatment, transfer of medical data, emails, telephone conversations and/or education using interactive audio, video, or data communications. I also understand that teletherapy may involve the communication of my medical/mental health information, both orally and/or visually. Teletherapy has the same purpose or intention as face-to-face sessions. However, due to the nature of the technology used, I understand that teletherapy may be experienced somewhat differently than face-to-face treatment sessions.

A **telesession** is the delivery of psychological and/or client services using interactive audio and visual electronic systems where the therapist and the client are not in the same physical location. The interactive electronic systems used in a telesession incorporate network and software security protocols (*encryption*) to protect the confidentiality of patient/client information and audio and visual data.

Teletherapy includes consultation, treatment, emails, telephone conversations, and other medical information using interactive audio, video, or data communications.

I understand that I have the following rights with respect to teletherapy and/or teleessions:

### Client's Rights, Risks, & Responsibilities:

1. Teletherapy and/or a telesession occurs in the state of Texas (USA), and is governed by the laws of that state. I, the client, acknowledge that I need to be a resident of Texas. (*This is a legal requirement for therapist practicing in this state under a Texas license.*) However, please note that there are certain exceptions (*i.e. when the therapist has a license to practice in another state and/or during national health crisis which may prevent and/or prohibit travel*) in which therapy/sessions may be conducted across state lines. Please discuss this with your treatment provider, prior to accessing any Texas PCS service across state lines.
2. The laws that protect the confidentiality of my Private Healthcare Information (PHI) also apply to teletherapy/telesession. As such, I understand that the information disclosed by me during the course of my therapy or consultation is generally confidential. Unless explicitly agreed upon, our session exchange is confidential. I will not include others in the session or have others in the room unless agreed upon. However, there are both mandatory and permissive exceptions to confidentiality, which are described in the general Consent Form I received at the start of my treatment/services with Texas PCS. I understand that if I am participating in Family Therapy and/or Reunification Therapy that Joint Sessions may be conducted, necessitating that another person(s) be in the room. If I am the parent of a minor, and it is requested that the minor have an Individual Session, I will ensure that the minor has privacy.
3. I, the client, have the right to withhold or withdraw consent at any time without affecting my right to future care or treatment. If you and/or your family are a court-ordered client, consequences may result in refusing

treatment.

4. I understand that I may benefit from teletherapy/telesessions, but that results cannot be guaranteed or assured. I understand that there are potential risks and benefits associated with any form of psychotherapy. I understand that misunderstandings are possible with telesession modalities, such as written communication, as nonverbal cues are relatively lacking.
5. Teletherapy/telesession Rooms shall be designated **private** for the duration of the session with the Provider and no unauthorized access shall be permitted. Both sites shall take every precaution to ensure the privacy of the session/meeting and the confidentiality of the client. All persons in the session room at both sites shall be identified to all participants prior to the session/meeting and the client's permission shall be obtained for any visitors or therapist to be present during the session/meeting.
6. I understand that there is a risk of being overheard by anyone near me if I am not in a private room while participating in teletherapy and/or a session. I am responsible for (1) providing the necessary computer, telecommunications equipment, and internet access for my sessions, and (2) arranging a location with sufficient lighting and privacy that is free from distractions and/or intrusions for my session. It is the responsibility of the therapist/provider to do the same on their end. Your provider follows security best practices and legal standards in order to protect your health care information; however, you will also need to participate in ensuring and maintaining your own security and privacy.
7. I understand there are risks and consequences from teletherapy/telesession, including, but not limited to, the possibility, despite reasonable efforts on the part of my therapist/provider, that: the transmission of my information could be disrupted and/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. **I am responsible for information security on my computer.** In addition, I understand that teletherapy/telesession based services and care may not be as complete as face-to-face services.
8. I understand that I am responsible for the configuration of equipment on my computer which is used for teletherapy/telesessions. I understand that it is my responsibility to ensure the proper functioning of all electronic equipment prior to my session. I understand that if technical issues do arise, that my therapist will have a backup plan, (*such as a phone session*) and as a consequence, I therefore need to ensure that my contact information remains up-to-date at all times.
9. I understand that dissemination of any personally identifiable images or information from the session interaction shall not occur without my written consent.
10. I understand that Texas PCS will not record any of our sessions without my prior written consent.
11. I understand that I will not record any sessions without prior written consent from Texas PCS.
12. I accept that teletherapy/telesessions does/do not provide emergency services. If I am experiencing an

emergency situation, I understand that I can call 911 or proceed to the nearest hospital emergency room for help. If I am having suicidal thoughts or making plans to harm myself, I can call the National Suicide Prevention Lifeline at 1 (800) 273-TALK (8255) for free 24-hour hotline support. Clients who are actively at risk of harm to self or others are not suitable for teletherapy/telesession services with Texas PCS. If this is the case or becomes the case in future, my therapist/provider will recommend more appropriate services.

### Consent to Online Treatment / Sessions

By signing the Client Information and Consent form as the Client or Guardian of the Client, **I ACKNOWLEDGE THAT I HAVE READ, UNDERSTOOD, AND AGREE TO THE TERMS AND CONDITIONS CONTAINED IN THIS FORM REGARDING TELAHEALTH.** I acknowledge that I have been provided a copy of the NOPP. **I HAVE BEEN GIVEN THE OPPORTUNITY TO ADDRESS ANY QUESTIONS AND/OR TO HAVE CLARIFIED ANYTHING THAT IS NOT CLEAR.** If you are not under a Court Order you may stop services at any time. *If I have any questions, I may contact the Privacy Rights Officer, Monika Logan via email at [mlogan@TexasPCS.com](mailto:mlogan@TexasPCS.com) or by phone at (972) 895-2502, Ext. 101.*

\_\_\_\_\_  
Self/Parent or Guardian Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Parent or Guardian Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Texas PCS Counselor Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name