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**INFORMATION, AUTHORIZATION, &**

**CONSENT TO TECHNOLOGY-ASSISTED SERVICES**

This document is designed to inform you about what you can expect from me regarding confidentiality, emergencies, and several other details regarding your treatment as it pertains to Technology-Assisted Services. Technology-Assisted Services is defined as follows:

“Technology-Assisted Services means the mode of delivering services via technology-assisted media, such as but not limited to, a telephone, video, internet, a smartphone, tablet, PC desktop system or other electronic means using appropriate encryption technology for electronic health information. Technology-Assisted Services facilitates client self-management and support for clients and includes synchronous interactions and asynchronous store and forward transfers.”

Technology-Assisted Services is a relatively new concept despite the fact that many therapists have been using technology-assisted media for years. Breaches of confidentiality over the past decade have made it evident that Protected Health Information (PHI) as it relates to technology needs an extra level of protection. Additionally, there are several other factors that need to be considered regarding the delivery of Technology-Assisted Services in order to provide you with the highest level of care. Therefore, I have completed specialized training in Technology-Assisted Services. I have also developed several policies and protective measures to assure your PHI remains confidential. These are discussed below.

**The Different Forms of Technology-Assisted Media Explained**

**Telephone via Landline**:

It is important for you to know that even landline telephones may not be completely secure and confidential. There is a possibility that someone could overhear or even intercept your conversations with special technology. Individuals who have access to your telephone or your telephone bill may be able to determine who you have talked to, who initiated that call, and how long the conversation lasted. If you have a landline and you provided me with that phone number, I may contact you on this line from my own landline in my office or from my cell phone, typically only regarding setting up an appointment if needed. If this is not an acceptable way to contact you, please let me know. Telephone conversations (other than just setting up appointments) are billed at my hourly rate.

**Cell phones**:

In addition to landlines, cell phones may not be completely secure or confidential. There is also a possibility that someone could overhear or intercept your conversations. Be aware that individuals who have access to your cell phone or your cell phone bill may be able to see who you have talked to, who initiated that call, how long the conversation was, and where each party was located when that call occurred. However, I realize that most people have and utilize a cell phone. I may also use a cell phone to contact you, typically only regarding setting up an appointment if needed. Telephone conversations (other than just setting up appointments) are billed at my hourly rate. Additionally, I keep your phone number in my cell phone, but it is listed by your initials only and my phone is password protected. If this is a problem, please let me know, and we will discuss our options.

**Text Messaging:**

Text messaging is not a secure means of communication and may compromise your confidentiality.

Furthermore, sometimes people misinterpret the meaning of a text message and/or the emotion behind it.

Therefore, I do not utilize texting in my therapy practice, and I will not respond to a text message for your protection.

**Email:**

Email is not a secure means of communication and may compromise your confidentiality. However, I realize that many people prefer to email because it is a quick way to convey information. Nonetheless, please know that it is my policy to utilize this means of communication strictly for appointment confirmations. Please do not bring up any therapeutic content via email to prevent compromising your confidentiality. You also need to know that I am required to keep a copy or summary of all emails as part of your clinical record that address anything related to therapy. I utilize Hushmail for email communications. They are also Health Insurance Portability and Accountability Act (HIPAA) compliant. R & R Counseling has secured a HIPAA Business Associate Agreement (BAA) prior to using Hushmail. The BAA means that Hushmail are willing to attest to HIPAA compliance and assumes responsibility for keeping your Video Conference interaction secure.

I also strongly suggest that you only communicate through a device that you know is safe and technologically secure (e.g., has a firewall, anti-virus software installed, is password protected, not accessing the internet through a public wireless network, etc.). If you are in a crisis, please do not communicate this to me via email because I may not see it in a timely matter. Instead, please see below under "Emergency Procedures."

**Social Media - Facebook, Twitter, LinkedIn, Instagram, Pinterest, Etc.:**

It is my policy not to accept "friend" or "connection" requests from any current or former client on my personal social networking sites such as Facebook, Twitter, Instagram, Pinterest, etc. because it may compromise your confidentiality and blur the boundaries of our relationship. Please refrain from making contact with me using social media messaging. These methods have insufficient security, and I do not watch them closely. I would not want to miss an important message from you.

In the event you follow one of the social media accounts, you are comfortable with the general public being aware of the fact that your name may be attached to this account.

Please refrain from making contact with me using social media messaging systems such as Facebook Messenger. These methods have insufficient security, and I do not watch them closely. I would not want to miss an important message from you.

**Video Conferencing (VC):**

Video Conferencing is an option for us to conduct remote sessions over the internet where we not only can speak to one another, but we may also see each other on a screen. I utilize Theranest. This VC platform is encrypted to the federal standard, HIPAA compatible, and has signed a HIPAA Business Associate Agreement (BAA). The BAA means that Theranest is willing to attest to HIPAA compliance and assumes responsibility for keeping our VC interaction secure and confidential (<https://theranest.com/privacy/>). If we choose to utilize this technology, I will give you detailed directions regarding how to log-in securely. I also ask that you please sign on to the platform at least five minutes prior to your session time to ensure we get started promptly. Additionally, you are responsible for initiating the connection with me at the time of your appointment.

I strongly suggest that you only communicate through a computer or device that you know is safe (e.g., has a firewall, anti-virus software installed, is password protected, not accessing the internet through a public wireless network, etc.).

**Recommendations to Websites or Applications (Apps):**

During the course of our treatment, I may recommend that you visit certain websites for pertinent information or self-help. I may also recommend certain apps that could be of assistance to you and enhance your treatment. Please be aware that websites and apps may have tracking devices that allow automated software or other entities to know that you've visited these sites or applications. They may even utilize your information to attempt to sell you other products. Additionally, anyone who has access to the device you used to visit these sites/apps, may be able to see that you have been to these sites by viewing the history on your device. Therefore, it is your responsibility to decide if you would like this information as adjunct to your treatment.

**Electronic Record Storage:**

Your communications with me will become part of a clinical record of treatment, and it is referred to as Protected Health Information (PHI). Your PHI will be stored electronically on a storage device secured in a physical location under my control and requiring my login credentials for access.

**Electronic Transfer of PHI for Billing Purposes:**

If I am credentialed with and a provider for your insurance, please know that I utilize a billing service that has access to your PHI. Your PHI will be securely transferred electronically to Theranest. This billing company has signed a HIPAA Business Associate Agreement (BAA). The BAA ensures that they will maintain the confidentiality of your PHI in a HIPAA compatible secure format using point-to-point, federally approved encryption. Additionally, if your insurance provider is billed, you will generally receive correspondence from your insurance company, my billing company, or both.

**Electronic Transfer of PHI for Certain Credit Card Transactions:**

I utilize Bank of America secure payment link authorize.net to process your credit card information. This company may send the credit card-holder a text or an email receipt indicating that you used that credit card for my services, the date you used it, and the amount that was charged. This notification is usually set up two different ways - either upon your request at the time the card is run or automatically. Please know that it is your responsibility to know if you or the credit card-holder has the automatic receipt notification set up in order to maintain your confidentiality if you do not want a receipt sent via text or email. Additionally, please be aware that the transaction will also appear on your credit-card bill. The name on the charge will appear as R & R Counseling and Consulting Services, PLLC.

**Your Responsibilities for Confidentiality & Technology-Assisted Services**

Please communicate only through devices that you know are secure as described above. It is also your responsibility to choose a secure location to interact with technology-assisted media and to be aware that family, friends, employers, co-workers, strangers, and hackers could either overhear your communications or have access to the technology that you are interacting with. Additionally, you agree not to record any Technology-Assisted Services sessions.

**In Case of Technology Failure**

During a Technology-Assisted Services session, we could encounter a technological failure. The most reliable backup plan is to contact one another via telephone/cell. Please make sure you have a phone with you, and I have that phone number. If we get disconnected from a video conferencing or chat session, end and restart the session. If we are unable to reconnect within ten minutes, please call me.

If we are on a phone session and we get disconnected, please call me back or contact me to schedule another session. If the issue is due to my phone service, and we are not able to reconnect, I will not charge you for that session.

**Cost of Sessions**

I may provide phone, and/or video conferencing if your treatment needs determine that Technology-Assisted Services are appropriate for you. If appropriate, you may engage in either face-to-face sessions, Technology-Assisted Services, or both. We will discuss what is best for you.

Technology-Assisted Services sessions fee are $125 per 45-50 minute session. I require a credit card ahead of time for Technology-Assisted Services therapy for ease of billing. Your credit card will be charged at the conclusion of each Technology-Assisted Services interaction. This includes any therapeutic interaction other than setting up appointments. Visa, MasterCard, Discover, or American Express are acceptable for payment

Insurance companies have many rules and requirements specific to certain benefit plans. At the present time, many do not cover Technology-Assisted Services. Unless otherwise negotiated, it is your responsibility to find out your insurance company’s policies and to file for insurance reimbursement for Technology-Assisted Services. As stated above, I will be glad to provide you with a statement for your insurance company and to assist you with any questions you may have in this area.

You are also responsible for the cost of any technology you may use at your own location. This includes your computer, cell phone, tablet, internet or phone charges, software, headset, etc.

**Cancellation Policy**

In the event that you are unable to keep either a face-to-face appointment or a Technology-Assisted Services appointment, you must notify me at least 48 hours in advance. If such advance notice is not received, you will be financially responsible for the session you missed. Please note that insurance companies do not reimburse for missed sessions.

**Limitations of Technology-Assisted Services Therapy Services**

Technology-Assisted Services should not be viewed as a complete substitute for therapy conducted in an office. It is an alternative form of therapy or adjunct therapy, and it involves limitations. Primarily, there is a risk of misunderstanding one another when communication lacks visual or auditory cues. For example, if video quality is lacking for some reason, I might not see a tear in your eye. Or, if audio quality is lacking, I might not hear the crack in your voice.

There may also be a disruption to the service (e.g., phone gets cut off or video drops). This can be frustrating and interrupt the normal flow of personal interaction.

I will require you to show a valid picture ID and another form of identity verification such a credit card in your name. At this time, you will also choose a password, phrase, or number which you will use to identify yourself in all future sessions. This procedure prevents another person from posing as you.

**Communication Response Time**

I am set up to accommodate individuals who are reasonably safe and resourceful. My office is not an emergency facility and I am not available at all times. If at any time this does not feel like sufficient support, please inform me, and we can discuss additional resources or transfer your case to a therapist or clinic with 24-hour availability. I generally return phone calls within 24 hours during the week. However, I do not return calls or emails on weekends or holidays. If you are having a mental health emergency and need immediate assistance, please follow the instructions below.

**In Case of an Emergency**

If you have a mental health emergency, I encourage you not to wait for communication back from me, but do one or more of the following:

* Call 911
* Go to the emergency room of your choice
* Contact your health insurance provider for an emergency referral

**Emergency Procedures Specific to Technology-Assisted Services**

There are additional procedures that we need to have in place specific to Technology-Assisted Services. These are for your safety in case of an emergency and are as follows:

You understand that if you are having suicidal or homicidal thoughts, experiencing psychotic symptoms, or in a crisis that we cannot solve remotely, I may determine that you need a higher level of care and Technology-Assisted Services are not appropriate.

I require an Emergency Contact Person (ECP) who I may contact on your behalf in a life-threatening emergency only. Please write this person's name and contact information below. Either you or I will verify that your ECP is willing and able to go to your location in the event of an emergency. Additionally, if either you, your ECP, or I determine it necessary, the ECP agrees take you to a hospital. By your signature below, you expressly authorize me to contact the designated person if I believe that there is an emergency and/or if I believe that you are a danger to yourself or others. Please list your ECP here:

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Phone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

You agree to inform me of the address where you are at the beginning of every Technology-Assisted Services session.

You agree to inform me of the nearest mental health hospital to your primary location that you prefer to go to in the event of a mental health emergency (usually located where you will typically be during a Technology-Assisted Services session). Please list this hospital and contact number here:

Hospital: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Phone:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Consent to Technology-Assisted Services**

In summary, technology is constantly changing, and there are implications to all of the above that we may not realize at this time. Feel free to ask questions, and please know that I am open to any feelings or thoughts you have about these and other modalities of communication and treatment.

Your signature below indicates that you have read this document (INFORMATION, AUTHORIZATION, & CONSENT TO TECHNOLOGY-ASSISTED SERVICES), and agree to its terms, and you are authorizing me to utilize the Technology-Assisted Services methods discussed. I also understand during all Technology-Assisted Services I must be physically located within the state of Texas.

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Client Name (Please Print)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*\_*

Date

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Client Signature

If Applicable:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Parent’s or Legal Guardian’s Name (Please Print)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Parent’s or Legal Guardian’s Signature

*Signature of parent or guardian for clients younger than 18 years old*