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TELEHEALTH SERVICE AGREEMENT

This Agreement is designed to inform you about what can be expected regarding an evaluation or therapy as it pertains to Telehealth Services in the form of Video Conferencing with R & R Counseling and Consulting Services, PLLC. This agreement is intended as a supplement to the Treatment Agreement, Evaluation Agreement, or the Statement of Understanding you signed when services began, and it does not replace the Treatment Agreement, Evaluation Agreement, or Statement of Understanding you signed at the beginning of services.

Telehealth Services are defined as follows:

Telehealth 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.

Telehealth Services in the form of Video conferencing will be used for the following purposes:

1. Interviews for court-ordered Child Custody Evaluations as defined in the Statement of Understanding signed prior to services beginning, or
2. Interviews for court-ordered Psychological Evaluations as defined in the Evaluation Agreement for Psychological Evaluations signed prior to services beginning, or
3. Therapy as defined in the Treatment Agreement signed prior to the beginning of services.

Protected Health Information (PHI), as it relates to technology, needs an extra level of protection. There are several factors to be considered regarding the delivery of Telehealth Services and the use of Video Conferencing. Heather Robison, LPC-S has completed the 15 hour specialized training for microcertification in Telehealth Services and developed policies and protective measures for the use of Telehealth Services and Video Conferencing to protect PHI and preserve the integrity of the case.

TELEHEALTH VIDEO CONFERENCING SERVICES

R & R Counseling will be utilizing Video Conferencing for services, in addition to in-person sessions. During scheduled Video Conferencing appointments, you agree to use a device with a camera and headset with a microphone/speaker so you can be seen by R & R Counseling and can communicate verbally during the Video Conferencing. R & R Counseling utilizes the online software platform, Theranest and the email service Hushmail which are encrypted to the federal standards. 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 Theranest and Hushmail. The BAA means that Theranest and Hushmail are willing to attest to HIPAA compliance and assumes responsibility for keeping your Video Conference interaction secure. In advance of your scheduled appointment for Video Conferencing, R & R Counseling will provide detailed directions to you by email on how to log-in securely.

Please be prepared to click on the link that will be provided to you by email to sign on to the platform at the time of your appointment to ensure the Video Conference service starts promptly. R & R Counseling will be responsible for initiating the connection with you at the time of your appointment.

YOUR RESPONSIBILITIES FOR TELEHEALTH SERVICES

R & R Counseling strongly suggests 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.). It is also your responsibility to choose a quiet, secure location with privacy to interact during Video Conferencing 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.

Please initial the following to indicate that you have read and agree to the following:

- I agree to not record our Video Conferencing or to provide a live feed through any device including a cellphone.
- I agree to participate in a secure, private room that is enclosed and provide the address of my location.
- I agree to provide a copy of my identification (driver's license) at the beginning of Video Conferencing.
- I agree to provide the names of others who are also present onsite, even if they are not in the same room.
- I agree that **no one** else will be present in the room during telehealth services.
- I agree to provide live video proof that no one else is in the room with me during services.
- I agree to sit with my back to the door of the room where I will participate.
- I agree to wear headphones with a microphone while I participate.

As it relates to Telehealth Services, R & R Counseling maintains records the same way as appointments in-person in R & R Counseling's office. For child custody evaluations and psychological evaluations, R & R Counseling be recording the Video Conferencing and the recording will be a part of her file. For court ordered therapy services, R & R Counseling's does not record Video Conferences. If there is a need for her to record Video Conferencing for therapy services, R & R Counseling's will discuss this with you and inform you in writing prior to Video Conferencing.

IN CASE OF TECHNOLOGY FAILURE

During Video Conferencing, there could be a technological failure. If disconnection occurs, please exit out of the video session. R & R Counseling providers will restart the telehealth service and you will receive a new

email with a new link to reconnect. If we are unable to reconnect within ten minutes, please email R & R Counseling's office manager at Samuel.robison@rrcounselors.com.

COST OF SERVICES

Telehealth Services, such as Video Conferencing, are billed at the same hourly rate for appointments as is noted in the Treatment Agreement, Evaluation Agreement, or Statement of Understanding signed when services began. You are 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 with microphone, etc.

CANCELLATION POLICY

The cancellation policy that is outlined in your Treatment Agreement, Evaluation Agreement or Statement of Understanding is the same for Telehealth Services.

BENEFITS & LIMITATIONS OF TELEHEALTH SERVICES

The benefit of Telehealth Services is that you and R & R Counseling can engage and communicate without being in the same physical location. This can be helpful in ensuring continuity of services if an appointment is unable to occur in person. By signing this agreement you are verifying that you understand that Telehealth Services requires technical competence on your part.

There are limitations to Telehealth Services. Primarily, there is a risk of the possibility of misunderstanding one another when communication lacks in-person visual or auditory cues. There may also be a disruption to the service (e.g., phone or computer malfunctions, internet gets cut off or video drops). This can be frustrating and interrupt the normal flow of personal interaction.

EMERGENCY PROCEDURES SPECIFIC TO TELEHEALTH SERVICES

There are additional procedures that need to be in place specific to Telehealth Services, such as Video Conferencing. R & R Counseling requires an Emergency Contact Person (ECP), who resides within 25 miles of where you will be located for video calls that may be contacted on your behalf only in a life-threatening emergency. By your signature on this document, you expressly authorize R & R Counseling to contact the designated person if she believes there is an emergency and/or if she believes that you are a danger to yourself or others. Please provide this person's name and contact information:

Name: _____ Phone: _____

If you have a mental health emergency, please do the following:

- Call 911
- Go to the emergency room of your choice

CONSENT TO TECHNOLOGY-ASSISTED SERVICES

In summary, technology is constantly changing, and there are implications that may not be realized at this time. You are encouraged to review this with your attorney and ask R & R Counseling any questions prior to signing this document.

Your signature below indicates that you have read this document, been given the opportunity to ask questions, that you agree to its terms, and you are authorizing R & R Counseling to utilize Telehealth Services for Video Conferencing appointments with you and / or your child(ren). If services are being provided with a minor child, your signature below provides consent for the minor child to participate in Telehealth Services in the form of video conferencing. Your signature below also indicates that you or your child(ren) agree to be physically located in the state of Texas for all Telehealth Services.

Client Name (Please Print)

Client Signature

Date

If Applicable:

Children's Names and Dates of Birth

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

Samuel J. Robison
Licensed Professional Counselor #61374

Date

Heather Robison
Licensed Professional Counselor #81676

Date

You may verify the licenses of Samuel Robison and Heather Robison by contacting the Texas State Board of Professional Examiners at https://www.dshs.texas.gov/counselor/lpc_search.shtm.

(Revised March 25, 2020)