



4951 Old Greenwood Road
Fort Smith, AR 72903

TECHNOLOGY ASSISTED COUNSELING INFORMED CONSENT

I am giving my: (please circle one) verbal and/or written 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) Therapist will take steps to verify the clients' identity at the beginning of the therapeutic process. 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 an ascertainable victim(s); and where I make my mental or emotional state an issue in a legal proceeding. When distance counseling services are deemed ineffective by the counselor, or client, counselors consider delivering services face-to-face, or may deem this application is not appropriate for the needs of the client.
- 3) I understand that there are risks and consequences from TA. Considerations will be made at the time of the appointment for time zone differences, cultural and/or language differences that may affect delivery of services. This also includes (but is 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. Our office uses an encryption system for video and data, (i.e., emails and texts). In the possibility of technological failures, alternate methods of service delivery will be discussed by your therapist. If you cannot make immediate contact due to technological failure, the therapist and/or office will contact you within 24 – 48 hours.
- 4) Just as the therapist is responsible for security on his/her system, you are responsible for information security on your computer, tablet, phone, and any other technology device. If you decide to keep copies of our emails/texts or communication on your computer or device, it's up to you to keep that information secure. Security of our emails, if unencrypted 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. Counselors will use current encryption standards within their websites and/or technology-based communications that meet all applicable requirements.
- 5) I understand that I may benefit from TAC, but that results cannot be guaranteed or assured.
- 6) Video counseling sessions will NOT be recorded without prior knowledge and consent of BOTH the therapist and client and then, only for a specific purpose. Records of sessions will be kept in a secure electronic file the same as face to face sessions.

- 7) Social Media Policy: Therapists may maintain professional and personal presences on social media. Counselors understand the necessity of establishing boundaries regarding the appropriate use or application of technology. They do NOT accept friend, fan, or contact requests from current or former clients on any social networking site (Facebook, LinkedIn, etc.). This protects the privacy of the therapist-client relationship. Therapists do not follow clients on social media, nor do they view a client's information on social media unless given consent. As a client, we ask that you do not contact your therapist via text message or messaging on social networking sites. Also, most of these sites are not secure. Your therapist must have special certification for technology conversations, except in crisis situations deemed by the Governor of Arkansas or the President of the United States. If you need to contact your therapist between sessions, please call our office.
- 8) If my counselor is not immediately available, and I am in crisis, I WILL do as recommended and contact a crisis line or local agency or emergency room. Clients may utilize the following crisis hotlines:
 1-800-SUICIDE (800-784-2433) / 1-800-273-TALK (800-273-8255) / For the Deaf: 1-800-799-4TTY (800-799-4889).

These are my LOCAL Crisis contact numbers that I am making available to my therapist:

Name of local Hospital: _____

Name of local Law Enforcement: _____

Name of local Medical Clinics: _____

All sessions are 55 minutes each. If I cannot attend my session, I will call the office at least 24 hours ahead of time to notify them of this and reschedule the appointment, otherwise there may be a cancellation/no show charge of \$95.00.

*****Due to the recent Presidential and Governor's mandates regarding telehealth, counselors will be available to offer you technology assisted counseling across state lines and with no specific training. Most insurances are also covering Technology Assisted Counseling. However, if and when this mandate is lifted, the following will take effect once again.*****

Some insurances do NOT pay for Technology Assisted Counseling, therefore, I agree to pay via phone or as soon as my statement is received. Please call our office to obtain the price per session should your insurance not pay for this service. A session includes communication time and therapist documentation time.

(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