



Resolute Therapy, LLC.
1661 Boyson Square Dr, Suite 200 D
Hiawatha, IA 52233
p. 319-210-8093
f. 319-409-8317
www.resolutetherapy.org
heather@resolutetherapy.org



Technology, Social Media & No Recording Policy

This document outlines my office policies related to use of technology and social media. Please read it to understand how I conduct myself on the Internet as a mental health professional and how you can expect me to respond to various interactions that may occur between us on the Internet or through technology.

Contact Between Sessions

If you need to contact me between sessions, the best way to do so is by email: heather@resolutetherapy.org, OR by phone, by calling my office at 319-210-8093. Email is the best option for administrative issues, such as changing appointment times. See the email section below for more information regarding email interactions.

Email

I prefer using email only to arrange or modify appointments. Please do not email me content related to your or your child's therapy sessions, or treatment in general, as email is not completely secure or confidential. If you choose to communicate with me by email, be aware that all emails are retained in the logs of your and my Internet service providers. While it is unlikely that someone will be looking at these logs, they are, in theory, available to be read by the system administrator(s) of the Internet service provider. You should also know that any emails I receive from you and any responses that I send to you become a part of your legal record.

Phone

I do not guarantee that I will respond to any voicemails or texts prior to your next scheduled appointment OR in a timely manner. DO NOT call me in the case of an emergency. ***I do not provide emergency services.*** If you are in crisis, do one of the following:

Contact a 24-hour Crisis Line:

Foundation 2:

1-800-332-4224
319-362-2174
foundation2crisischat.org

National Suicide Prevention Lifeline:
1-800-273-8255

Call 911 or go directly to the emergency room.

Crisis Text Line:
Text "start" or "go" to 741741

Trans Life Line
1-877-565-8860

Texts

My policy for texts is the same for email interactions (see Email section above). Texts should ONLY be used in relation to appointment times and scheduling.

Appointment Reminders

I send appointment reminders via text messages. Your name, date and time of appointment is considered Protected Health Information (PHI). Similar to email, text messages are not completely secure or confidential.

Interacting Online

Please do not use Social Networking sites such as Twitter, Facebook, or LinkedIn to contact me. These sites are not secure, and I may not read these messages in a timely fashion. Do not use Wall postings, @replies, or other means of engaging with me in public online if we have an already established client/therapist relationship. Engaging with me this way could compromise your confidentiality. It may also create the possibility that these exchanges become a part of your legal medical record and will need to be documented and archived in your chart.

Use of Search Engines

It is NOT a regular part of my practice to search for clients on Google or Facebook or other search engines. *Extremely rare* exceptions may be made during times of crisis. If I have a reason to suspect that you are in danger and you have not been in touch with me via our usual means (coming to appointments, phone, or email) there *might* be an instance in which using a search engine (to find you, find someone close to you, or to check on your recent status updates) becomes necessary as part of ensuring your welfare. These are unusual situations and if I ever resort to such means, I will fully document it and discuss it with you when we next meet.

The 2013 HHS HIPPA Omnibus Rule:

“If individuals are notified of the risks and still prefer unencrypted email, **the individual has the right to receive protected health information in that way**, and covered entities are not responsible for unauthorized access of PHI while in transmission to the individual, based on the individuals request. Further, covered entities are not responsible for safeguarding information once delivered to the individual” (U.S. Department of Health and Human Services, 2013).

After reading the sections above, please initial my each of the following statements, demonstrating understanding and agreement.

____ I understand the risks of receiving an appointment reminder via text and I still prefer to receive these.

____ I understand the risks of receiving communicating with my therapist about appointment times via email and/or texts and I still prefer to receive these.

____ I understand that you may not respond to my email or text prior to my next scheduled appointment, or in a timeframe desired.

____ I understand that all electronic communication is a part of my legal medical record.

NON-RECORDING AGREEMENT

Successful therapy depends on building a relationship of trust, good faith, and openness between client(s) and therapist(s). Often, audio or video recording can inhibit candor and introspection in therapy. Covert recording is a direct violation of trust and good faith to all the other persons in the room.

In addition, recordings made and taken home by clients sometimes fall into unintended hands through loss, random or targeted theft, or action by police, court or governmental agency. Such loss could compromise or nullify your legal expectation of confidentiality in the extremely sensitive personal or interpersonal matters that may have been discussed. Courts may not give your own recordings all the legal confidentiality they give to a therapist's office notes and may find them self-serving. Client recordings can more easily end up becoming an issue in conflicts such as divorce, child custody, or other legal cases or be used by agencies of government. A client who makes a recording solely for personal use or to use against a partner may later be surprised to find the recording being used against him- or herself instead. And once an unfavorable recording exists, its deletion can become legally punishable if a subpoena is issued for it. Additionally, most users of recording technology lack the technological tools and knowledge required to delete a recording in a way that makes it unrecoverable and unhackable.

Factors like these undermine the therapeutic process and the building or rebuilding of trust that takes place between partners in session and between the client(s) and therapist(s). For these reasons and others like them, Resolute Therapy, LLC maintains a strict policy on recording.

Therapists at Resolute Therapy, LLC will only consent to recording of a session for exceptional reasons and only after the drawbacks and risks have been discussed and the benefit clearly outweighs them.

Therefore, the client signing below agrees that:

1. Recording may only take place with the knowledge and explicit consent of ALL (not just one) clients, therapists, and other persons present during a session or other interaction, whether face-to-face or taking place by live textual, audio, or video link.
2. Consent for each recording must take the form of dated written signatures from all persons on a paper form available for that purpose, with a copy to each person recorded. Additionally, the recording itself must include the live consent of all persons present, with such consent stated at the start of the recording or when they join a session or interaction already in progress.

Your signature below constitutes understanding and agreement to the technology and social media policy, and no recording agreement outlined above. Your signature also constitutes agreement that you will not hold Resolute Therapy, LLC. responsible for any unauthorized access to your PHI information sent via different forms of technology.

Client Signature

Date

Parent/Guardian Signature

Date