**Davis Counseling & Play Therapy Center, PLLC**

**Telehealth (Online) Counseling Policies, Duties, & Procedures Agreement**

* Generally, telehealth counseling means the use of electronic technology or media, including interactive audio or video, for the purpose of providing treatment to a client. In other words, “telehealth” means real time two-way transfer of data and information using an interactive audio and video secured connection for the purposes of counseling treatment.
* Telehealth is offered as an option to existing traditional in-person counseling at this time, but if you find that telehealth is not helpful or not meeting your counseling needs, in-person therapy is always available to you.
* Be mindful that any texts and/or emails received are part of your medical records. I discourage confidential information being sent via unsecure electronic portals or platforms as I am not able to properly secure your confidential information. However, if you need to email confidential information (e.g., forms containing protected health information, etc.) please send to **sdavis@daviscounselingandplaytherapy.hush.com** via Hushmail, a well-known HIPAA secured email service or use the HIPAA secured messaging feature available to you through your TheraNest Client Portal.
* When experiencing technical difficulties, such as unexpected technical disruptions or disconnections, please be advised I will make every effort to re-connect and re-establish contact with you.
	+ If you would, provide me with your phone number to contact you:

* + However, if you would, provide me with an alternate communication method in case I am not able to re-establish connection with you via your phone.
		- Alternate/backup phone number #:
* It is important to use a secure internet connection rather than a public/free WiFi connection, which is not secure.
* It is required for your safety and confidentiality that you **do not record** (audio and visual) any session and upload to social media sites as this will cause harm to you and to your confidential information.
* Despite our session setting being online and not at the office, the same office protocols apply. In other words, the online environment must be conducted in a safe and confidential place/space (e.g., room with the door closed, car, etc.) without distractions or interruptions (e.g., take care of bathroom needs before your session) similar to the office setting. You will be responsible for creating a safe and confidential space during sessions that is free of other people.
	+ **For child/minor telehealth sessions:** Parent(s)/legal guardian must be accessible at any time during the telehealth session and must remain near the same area that the telehealth session is occurring.
		- For young children (ages 4-6), the parent is to remain in or close by the telehealth session to assist with technological needs if they should arise.
		- For older children (ages 7-9), the parent needs to remain outside of the closed door during the telehealth session similar to when your child is at the office.
		- For tweens, teens, and adolescents, the parent needs to be near the environment that the telehealth session is taking place (e.g., if the session is in a room with the door closed within the home, then the parent needs to remain in the home at the time of the telehealth session similar to the policy at the office).
	+ Please note, I may contact the parent before the telehealth session to ensure that any supplies (e.g., play therapy kit, art supplies, etc.) for the session are available and readily accessible to the child while in the telehealth setting. The child is to remain in the telehealth setting until the duration of the session is completed to maintain your child’s confidentiality.
		- If you are the child/minor receiving telehealth counseling, I need your permission and the permission of your parent/legal guardian prior to participating in the telehealth counseling.
	+ Parent sessions are treated the same as an in-office parent session where the session is occurring virtually rather than face-to-face.
	+ **For parents with shared joint-legal custody:** Both parents/legal guardians need to consent to telehealth counseling **before** telehealth sessions are administered, similar to consenting to traditional in-person counseling before the first client session.
* At the beginning of each telehealth session, I will ask you to confirm your location and your identity (e.g., date of birth or by a “passcode”) to protect your security and confidentiality.
* In case of a medical emergency or a crisis situation occurring during our telehealth session, provide me with a permitted emergency contact (name, phone number):

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along with your current location (address) of the telehealth session: \_\_\_\_\_\_

as a means to assist in your safety and emergency care needs should they arise.

* + If needed, we will create a “safe word,” if the environment is not safe to inform me that you need further assistance (e.g., local police).
	+ At any point during the telehealth session, you become suicidal and/or homicidal with a plan/intent to harm yourself or others or communicate any type of abuse and/or neglect, I am mandated by law to report (or breach confidentiality) as a means to contact the appropriate authorities to further assist you in your treatment care needs.
* I follow security best practices and legal standards in order to protect your confidential information, but you will also need to participate in maintaining your own security and privacy (e.g., telehealth setting/environment). The service I use to deliver telehealth is HIPAA secure through TheraNest, an online electronic health records portal.
* It is important to be on time. If you need to cancel or change your telehealth counseling session, you must notify me in advance by phone or by secure email.
* **For clients using the “superbill” insurance reimbursement option for re-payment:** You should confirm with your insurance company prior to the telehealth session(s) if your telehealth counseling session is covered for reimbursement. Otherwise, you are responsible for full payment.
* **Fee/Payment:** Your fee/payment remains the same as agreed upon on the Fee Payment Agreement or Sliding Pay Fee Scale Agreement. No additional fees are charged for telehealth counseling sessions.
	+ I understand that the associated fee involved in my telehealth (online) counseling services is expected to be paid at the time of the scheduled session.
	+ Secure payments are to be made in your TheraNest Client Portal. Credit card information is not retained for any reason.

YOUR SIGNATURE BELOW INDICATES THAT YOU HAVE READ THIS AGREEMENT AND AGREE TO ITS TERMS AND ALSO SERVES AS AN ACKNOWLEDGEMENT THAT YOU HAVE RECEIVED THE STATEMENT OF INFORMED CONSENT FOR TELEHEALTH (ONLINE) COUNSELING.

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Client/Parent/Legal Guardian Signature Date

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Printed Name

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Client/Parent/Legal Guardian Signature Date

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Suzanne Davis, LPC, RPT-S Date