**USE OF TELE-THERAPY POLICY**

This document outlines my office policies related to use of Tele-therapy as either a substitute for or in addition to in office, face to face visits. It will help you to understand the variety of issues involved in telehealth, including but not limited to: Benefits, Risks and Limitations; Method of Delivery of Tele-Therapy; Assessment and Reassessment of Progress and Effectiveness; Procedures When Interruption of Services Occurs; Emergency Procedures/Verification of Location; Appropriate Environment/Conduct/Privacy/Confidentiality; Fees, Coverage and Reimbursement Information; Financial Concerns When Technology Fails; Telephone Sessions

If you have any questions about anything within this document, I encourage you to discuss them with me at any time. As new ethical guidelines and laws are developed this policy may be amended and you will be notified of any policy changes both verbally and in written form.

**Benefits, Risks and Limitations of Tele-Therapy**

Under most circumstances, tele-therapy, AKA remote counseling/psychotherapy, should not be viewed as a substitute for face-to-face counseling; however, certain circumstances may arise that lead us to determine that short- or longer-term tele-therapy is clinically indicated and in your best interest.

Typically, remote counseling is used as an adjunctive treatment option in the event that one or both of us are unable to travel to the office. These situations include but are not limited to illness; inclimate weather; or some emergency situations such as a natural disaster.

Inherent in the use of tele-therapy are certain risks and limitations, including, but not limited to:

* Lack of visual and/or audio cues, leading to misunderstanding/misinterpretation
* Delayed responses
* Technology failures that lead to disruptions and decrease the quality of the service
* Unsuitability for clients experiencing a psychological crisis, acute psychosis, or suicidal or homicidal thoughts
* Confidentiality breaches

Research supports tele-therapy as an effective psychotherapy tool. It has shown to have similar results as traditional face-to-face, in office therapies. But, as with in-office treatment, it varies depending on the person accessing services. There are many potential benefits to engaging in remote psychotherapy services including but not limited to:

* **Flexibility** **and Convenience**: With tele-therapy, it’s almost always in the comfort of your own home or office. It can reduce scheduling barriers and reduce the wait time for an appointment.
* **Privacy:**when special safeguards are adhered to (see below), it can be as secure as face-to-face sessions
* **Efficiency: It eliminates the need to get in the car, on the train or ride the bus to your appointment. As long as you are in a private and secure space, your commute can be steps away.**
* **Accessibility: Remote psychotherapy allows for those who would otherwise be unable to receive mental health services. Such as individuals who experience transportation barriers due to illness, physical** limitations, child-care challenges, **lack transportation options,** or reside in rural or remote areas. Additionally, tele-therapy may also be a useful temporary substitute when the weather creates dangerous
* **Assessment and Reassessment of Progress and Effectiveness**

As with face-to-face, in office treatment, your remote psychotherapy treatment plan will be individualized and will be assessed/reassessed on a regular basis. We need to carefully monitor the effectiveness of the treatment platform and evaluate your overall progress. As with your face-to-face, in office visits, I may ask you to complete brief

questionnaires/assessments about your thoughts, feelings and behaviors. Homework may be assigned on a more regular basis in order supplement the work we are doing remotely.

**Method of Delivery of Tele-Therapy**

Tele-therapy with Bebe Brezanin-Brusky, MSW, LCSW will be provided through Therapynotes.com. Therapynotes.com is a HIPAA Compliant, synchronous, Video-conferencing platform. There is no need to download software, an App or create an account. You will just use the browser on your computer, I-pad or mobile phone, and as long as your device has a camera and a microphone, you should be all set. There is no fee for clients to utilize this platform.

**Logging in**

The way that you will log into your session will always remain the same, as I have been assigned my own personal virtual “room”, which can be accessed by therapynotes.com .You will be placed in a "waiting room" and I will then be able to start the session.) I ask that you sign on at least 5 minutes prior to you session start time. You are responsible for initiating the connection with me at the time of your session

**Testing out your device, internet browser and therapynotes.com**

Before our first scheduled session using this platform, if you would like, we can schedule a time (5 minutes or less) to briefly test it out in the event that we need to troubleshoot any technical issues. In the past, these are the issues that have arisen and what is recommended to rectify them:

* Internet browser connectivity issues
  + Therapynotes.com is supported by the following internet browsers only
    - For PC and Mac users: chrome or or Firefox or safari
    - For Android devices: Chrome
    - For Mac/IOS Devices: Safari
* Choppy or frozen screen: find a location that is close to your internet router. You may need to find a space that consistently gets good reception
* Low/no volume: make sure that your volume button on your device is turned on and all the way up and authorized computer microphone access
* No picture: your camera access is turned off or access not allowed

**Procedures When Interruption of Services Occurs**

In the event that technology fails or a disruption or decrease in the quality of the session occurs while we are engaged in remote psychotherapy, we may decide that it is best to discontinue the telehealth session. If this occurs, we agree that Bebe Berzanin-Brusky, MSW, LCSW will contact you by telephone to discuss options. Therefore, it is recommended that you always have a phone available to you and that I am advised of the best number to reach you at the outset of each session.

These options may include:

* ending the treatment session
* trying to re-connect to therapynotes.com
* continuing the session by phone
* Reschedule the meeting (in person when feasible or virtually)

**Emergency Procedures/Verification of Location**

Your safety is my primary concern. As such, I will want to know the location (address) in which you are during our session. I will ask you to provide me with this information each time, but if I neglect to ask you, I request that you inform me of your current location. I am requiring this information in the event that I have reason to believe that you are experiencing an emergency and I need to assist you in receiving immediate, life-saving care. In addition to providing me with your location at the outset of each remote session, you agree to provide me with the name and contact information of a person whom I am permitted to contact in the case that I have reason to believe you are at imminent risk.

Depending on my clinical, professional assessment of risk, I may be required to verify that your emergency contact person is able and willing to go to your location in the event of an emergency, and if necessary, call 911 and/or transport you to a hospital. In addition, I may assess, and therefore require, that you create a safe environment at your location during the entire time that you are in treatment with me. This may mean disposing of all firearms and excess medication from your location.

**Appropriate Environment/Conduct/Privacy/Confidentiality**

Clients and Bebe Brezanin-Brusky, MSW, LCSW both agree to:

* Avoid using mind altering substances during/prior to session
* Dress appropriately
* Conduct the session in a suitable room, such as a kitchen, living room or office (not a bedroom)
* Be in a private, confidential and secure location (closed door) in order to preserve confidentiality
* Refrain from having any other individuals present in in the room or online while the remote session is being conducted
* Not having anyone else participate in the session unless it has been previously agreed upon prior to the start of the session
* Not conduct other activities while in engaged in a remote psychotherapy session, such as driving, cooking, eating, texting or working
* No audio or video record sessions without first obtaining Bebe Brezanin-Brusky’s , MSW, LCSW explicit, written consent
* Be located in the state of New Jersey or Pennsylvania. Current laws and ethical guidelines require that both (the client) and I (the treating clinician) be located in the state of New Jersey/Pennsylvania at the time services are rendered. This is because I am only licensed in the state of New Jersey and Pennsylvania. Clinical Social Workers (as well as Psychologists and Licensed Professional Counselors) are not permitted to provide psychotherapy across physical or virtual lines. I am hopeful that in the near future these laws will change, but for now, we must abide by the current rules.

**Fees, Coverage and Reimbursement Information**

Not all insurance policies include coverage for tele-therapy. Prior to agreeing to receiving remote psychotherapy services, it is advised that you contact your insurance company to confirm whether or not this is a covered benefit under your specific plan.

Bebe Brezanin-Brusky, MSW, LCSW may also contact your insurance company to verify your benefits and to determine if any special billing or service delivery issues apply. *Once coverage/non-coverage is determined, you will be asked to sign a new, separate fee agreement which has been specifically created for tele-therapy.*

The New Jersey Telehealth and Telemedicine Law, as well as insurance companies only recognize Synchronous telecommunications as valid forms of tele-therapy. In order to meet the criteria for “telemedicine/telehealth”, services must be provided through live, real-time, interactive, audio and visual, two-way communications such as video teleconferencing.

Because the format for face to face, in-office psychotherapy sessions differ from remote psychotherapy services, they are billed differently. They require different medical billing codes, place of service codes and service descriptions. This is dictated by the insurance industry, not the offices of Bebe Brezanin-Brusky, MSW, LCSW.

If you request a video-conference session and this is not a covered benefit under your specific insurance policy, then you will be **100% responsible** for payment and the bill that Bebe Brezanin-Brusky, MSW, LCSW provides will clearly indicate that the session occurred utilizing a synchronous video-conferencing platform and did not occur face-to-face, in the office.

**Financial Concerns When Technology Fails**

There will be times when we might experience connectivity Issues at the outset or during the remote psychotherapy session. If this occurs, the following billing procedures will apply:

* If we are unable to start the session due to connectivity issues, you will not be charged for the session
* If we mutually agree to end the treatment session due to connectivity issues, you/your insurance company will only be billed for the amount of time used
* If we try to re-connect, but are unsuccessful, and we agree to end the treatment session, you/your insurance company will only be billed for the amount of time used
* If we try to re-connect and are successful, I will make every attempt to provide you with the full amount of time originally scheduled for that session and you/your insurance company will be billed accordingly
* If we decide that it is in your best interest to continue the session by telephone, then the telephone policy stated in this document applies.

**Telephone Sessions**

The telephone is considered an asynchronous telecommunication platform and therefore does not meet the criteria for tele-therapy. Telephone sessions are not a covered, reimbursable benefit under all insurance plan. If you request a telephone session, you will be 100% responsible for payment and the bill that Bebe Brezanin-Brusky, MSW, LCSW provides to you will clearly indicate that the session occurred utilizing the telephone and did not occur face-to-face, in the office.

Please note that federal, state and regulatory laws, as well as the National Association of Social Worker’s Code of Ethics mandate that I submit accurate information to insurance companies and on billing statements to all clients. Requests to omit factual, clinically relevant, location based or method of service delivery information will not be granted, as this constitutes insurance fraud, is illegal, and violates my professional ethics code, all which could result in the loss of or suspension of my license to practice clinical social work, substantial fines and ethical sanctions

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Thank you for taking the time to review my **Use/Consent of Tele-therapy Policy**

If you have questions or concerns about any of these policies and procedures or how Doxy.me platform works, I encourage you to bring them to my attention so that we can discuss them.

Clinician signature:

*Bebe Brezanin-Brusky, MSW, LCSW*

**Use of Tele-therapy Policy signature page**

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On \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_I received a copy of the document entitled, Use of Tele-therapy Policy

I have been given an opportunity to review this document and my questions about this policy have been answered.

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Signature of Client 1 Date

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Please Print Name

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Signature of Client 2 Date

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Please Print Name

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Signature of Parent, Guardian or Personal Representative 1\* Date

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Signature of Parent, Guardian or Personal Representative 2\* Date

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Please Print Name

\* If you are signing as a personal representative of an individual, please describe your legal authority to act for this individual (power of attorney, healthcare surrogate, etc.).

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CLINICIAN’S SIGNATURE DATE