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Telehealth and Electronic Media Policy

- 1. This policy refers to communication and delivery of services via telecommunications technology. It is not limited to use of the internet and may, for example, involve use of the telephone for communication or delivery of services (i.e., psychotherapy sessions). Examples of telehealth include communication or services delivered via telephone, email, chat room, video chat, or video(i.e. doxy.me, Vsee, Zoom, etc.).
- 2. Although the National Association of Social Workers (NASW) has recognized telehealth to be an acceptable practice for Social Workers, there are still many unique challenges associated with its use. While every effort to make electronic communications at least as secure as communications and records in a traditional office environment, there are inherent limitations given the nature of the media involved. There are certain risks to your privacy that are unavoidable when using telehealth. Maintaining confidentiality is a shared responsibility between you and me. I am happy to discuss the precautions I take to ensure the privacy of your information. (Also, refer to my privacy policies, in compliance with the Health Insurance Portability and Accountability Act and other legal requirements)
- 3. Because you have expressed an interest in receiving treatment using telehealth technologies, there are some things you should know first. Although a growing body of research suggests telehealth to be an effective form of treatment, it is still considered an experimental form of treatment. We are using this format of providing treatment because we have agreed that the benefits outweigh the risks (i.e., the benefits of providing treatment in the context of an established therapeutic relationship versus attempting to locate and establish a new treatment relationship with another professional). There are other treatment options, such as in-person psychotherapy, that are well-established by research and proven to be effective. If you ever feel that your treatment needs are not being met through a telehealth modality, please address this directly with me so that we may explore your concerns and alternate ways to meet your treatment goals.
- 4. While communication and service delivery involving electronic technology has numerous advantages (convenience, ease of scheduling, availability when both parties are not local), there are risks to privacy and limits of confidentiality when offering services via electronic transmission. Issues like computer viruses, phishing, identity theft, and difficulty maintaining privacy on the Internet, are examples of significant related concerns.
- 5. Communication of any personal or time sensitive material via email is strongly discouraged given the limitations involving security and reliability with this media. Communication of

concrete information, such as involving scheduling, is a reasonable use of email, although the same risks involving security and reliability apply. It is best to leave any urgent or time sensitive material via both email and voicemail (to the business number above).

- 6. At times, technology may malfunction, and you may be uncertain if I received your communication (phone call, email, Sykpe message, text message, etc.). I will respond to your routine communications in a timely manner. If you do not hear from me in a timely manner (certainly within 1-2 business days maximum), please attempt to contact me again by the same or another means. I guarantee that only I will hear, read, and/or respond to your communications.
- 7. I am licensed to practice psychotherapy in New York. If you live in, or are visiting another state, understand that the law is unclear about whether my license extends to cover work that I do with you in your state. Unless you explicitly request otherwise, this form indicates your agreement that we permit my state's licensing board to handle any complaints you have about our work, should the need arise.
- 8. I am am an in network provider for many health insurance companies. I am a qualified out of network provider, as well. If you are planning on seeking reimbursement for services provided using health insurance, understand that your company may not cover telehealth services; it is your responsibility to determine the policies in this regard for your individual health plan. If O'Brien's billing or I check your insurance coverage, it is a courtesy to you. You are ultimately responsible for knowing your insurance coverage and may be billed as you are responsible for payment, if the claim is not paid.
- 9. For the time period when telehealth services are provided at a distance, it is important that you have a plan established to respond to emergencies that may arise since I cannot be personally present to conduct an evaluation. At a minimum, this involves an agreement to consult the closest emergency room to evaluate your condition if that becomes necessary to protect you or someone else.

I have read, fully understand and agree to abide by the policy outlined above. I have received clarification where necessary.

Printed Name		
Signature	Date	
Parents/ Legal Guardian, if under 18 years old	Date	