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TELEMENTAL HEALTH AUTHORIZATION AND INFORMED CONSENT

This document is designed to inform you about what you can expect regarding many details of your treatment with me (e.g., confidentiality and security, handling of emergencies) as they pertain to psychological services provided through the use of telecommunication technologies, also known as telemental health. Telemental health falls under the definition of Telemedicine. The State of Vermont defines Telemedicine as “the delivery of health care services such as diagnosis, consultation, or treatment through the use of live interactive audio and video over a secure connection that complies with the requirements of the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191. Telemedicine does not include the use of audio-only telephone, email, or facsimile (8 V.S.A. § 4100k).”

Telemental Health Policies and Procedures

Appropriateness of Telemental Health Sessions:

As a licensed practicing psychologist, I primarily offer in-person psychotherapy and behavioral support. However, there are some circumstances under which delivering psychotherapy services remotely (i.e., we are not in the same physical location) using real-time interactive audio/video communication technology is appropriate.. I will only conduct telemental health sessions with individuals with whom I have a clear understanding of the appropriateness of utilizing telemental health and why, in some circumstances, services delivered via telemental health are equivalent or preferable to in-person services.

Use of Video Conferencing:

Video Conferencing (VC) is the tool I will use to conduct remote sessions over the internet during which we speak to one another as well as see one another on a computer screen. I utilize a VC platform provided by a telepsychiatric company which uses end-to-end encryption that meets HIPAA standards and has executed a HIPAA Business Associate Agreement (BAA) which attest to HIPAA compliance and assumes responsibility for keeping your VC interaction secure and confidential.

Before initiating our first telemental health session, I will give you detailed directions about how to use the service through your e-mail account. In addition, you will need access to, and familiarity with, the appropriate technology in order to participate in the service provided. I also strongly suggest that you only communicate through a device that you know is safe and technologically secure (e.g., has a firewall, anti-virus software installed, is password protected, does not make use of a public wireless network for an internet connection, etc.). It is also your responsibility to choose a secure location to interact with technology-assisted media and to be aware that family, friends, employers, co-workers, strangers, and hackers could either overhear your communications or have access to the technology that you are interacting with. Additionally, in accordance with Vermont state law, neither you nor I shall create or cause to be created a recording of our audiovideo communications.

Advantages and Limitations of Telemental Health Therapy Services:

Telemental Health services should not be viewed as a complete substitute for therapy conducted in my office but can allow for access to care and accommodation of special needs. It also involves limitations and risks. Primarily, there is the possibility of misunderstanding one another when communication lacks subtler visual or auditory cues. For example, if video quality is lacking for some reason, I might not see a tear in your eye. Or, if audio quality is lacking, I might not hear the crack in your voice that I might have picked up if you were in my office. There may also be a disruption in service due to technical difficulties (e.g., video drops, break in internet connection, lag in audio communication). This can be frustrating and interrupt the normal flow of personal interaction. There are also risks in transmitting information over the internet that include, but are not limited to, breaches of confidentiality and theft of personal information.

Please know that I have the utmost respect and positive regard for you and your wellbeing and I will regularly reassess with you the appropriateness of continuing to deliver services through the use of the technologies we have agreed upon. I strongly encourage you to let me know if using video conferencing to conduct therapy sessions is problematic for you in any way, as we can modify our plan as needed. You may decline telemental health services at any time without jeopardizing your access to future care, services or benefits.

Emergency Procedures Specific to Telemental Health Services:

There are additional procedures that we need to have in place specific to telemental Health services. These are for your safety in case of an emergency and are as follows:

1. You understand that if you are having suicidal or homicidal thoughts, experiencing psychotic symptoms, or in a crisis that we cannot solve remotely, we may determine that telemental health services are not appropriate.
2. I require an Emergency Contact Person (ECP) whom I can contact on your behalf in the event of an emergency. Please write this person's name and contact information below. Either you or I will verify that your ECP is willing and able to go to your location in the event of an emergency. Additionally, if it is determined that emergency services at a hospital are necessary, the ECP agrees to take you to a

hospital or call an ambulance to transport you. Your signature at the end of this document indicates that you understand I will only contact this individual in the extreme circumstances stated above. Please list your ECP:

Name: _____

Phone: _____

3. You agree to inform me of the address where you are at the beginning of every telemental Health session.

4. You agree to inform me of the nearest mental health hospital to your primary location that you prefer to go to in the event of a mental health emergency.

Please list this hospital and contact number here:

Hospital: _____

Phone: _____

5. You agree to provide me with information about general emergency contact services in your area (e.g., how to call 911 that covers your area, crisis lines, sheriff, police).

In Case of Technology Failure

During a telemental Health session, we could encounter a technological failure. If we get disconnected from a video conferencing session, I will end and restart the session. If we are unable to connect, I will call you to make other arrangements. Please provide a contact telephone number to reach you in the event that we have an internet disruption.

Telephone number: _____

Insurance Reimbursement for Telemedicine in Vermont

Insurance companies have many rules and requirements specific to certain benefit plans. Unless otherwise negotiated, it is your responsibility to find out your insurance company's policies regarding telemental Health services.

Ethical and Professional Standards of Care and Psychotherapy Practice Policies

The laws and professional standards that apply to in-person psychological services also apply to telehealth services. I will apply the same ethical and professional standards of care and professional practice that are required when providing in-person services. This document does not replace other agreements, contracts, or documentation of informed consent. If you have any questions about these policies, please ask me and/or refer to other documents you received from me.

Summary and Consent to Telemental Health Services

I _____ hereby consent to engage in telemental health as a mode of delivery for my psychotherapy treatment. I understand that telemental health includes the practice mental health care delivery, diagnosis, consultation, and treatment, using interactive audio/video communications.

I understand that I have the following rights with respect to telemedicine:

(1) I have the right to withhold or withdraw consent at any time without affecting my right to future care or treatment nor risking the loss or withdrawal of any treatment benefits to which I would otherwise be entitled.

(2) The laws that protect the confidentiality of my medical information also apply to telemental health. As such, I understand that the information disclosed by me during the course of my therapy 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; and where I make my mental or emotional state an issue in a legal proceeding. I also understand that the dissemination of any personally identifiable images or information from the telemental health interaction to researchers or other entities shall not occur without my written consent.

(3) I understand that there are risks and consequences from telemental health. These may include, but are not limited to, the possibility, despite reasonable efforts on the part of my psychologist, that: the transmission of my medical information could be disrupted or distorted by technical failures; the transmission of my medical information could be interrupted by unauthorized persons; the electronic storage of my medical information could be accessed by unauthorized persons and/or misunderstandings can more easily occur. In addition, I understand that telemental health-based services and care may not yield the same results nor be as complete as in-person service. I also understand that if my psychologist believes I would be better served by another form of psychotherapeutic service (e.g. inperson service), she will make that recommendation to me. Finally, I understand that there are potential risks and benefits associated with any form of psychotherapy, and that despite my efforts and the efforts of my psychologist, my condition may not improve and in some cases may even get worse.

(4) I understand that I may benefit from telemental health, but results cannot be guaranteed or assured. The benefits of telemedicine may include, but are not limited to enabling continuity of care when in person meetings are not possible or convenient, and avoiding transportation and travel difficulties. I have read and understand the information provided above, which has also been explained to me verbally. I have discussed it with my psychologist, and all of my questions have been answered to my satisfaction.

Client Name (Please Print) _____

Client Signature and Date _____

If Applicable:

Parent's or Legal Guardian's Name (Please Print)

Parent's or Legal Guardian's Signature and Date _____

My signature below indicates that I have discussed this form with you and have answered any questions you have regarding this information.

Marcia W. Hemley, Ph.D., P.C.

Date: _____

Licensed Psychologist - Doctorate