

Blue Ridge Behavioral Health

170 Thomas Johnson Drive, Suite 200, Frederick, MD 21702

Informed Consent for In-Person Services During the COVID-19 Pandemic

This Consent for Starting/Returning to In-Person Services contains important information about the decision between _____ and

Name of Patient

_____ to meet in-person

Name of Clinician (Therapist or Psychiatrist)

for sessions at Blue Ridge Behavioral Health (Blue Ridge) in light of the COVID-19 pandemic.

Decision to Meet In-Person

The decision about whether to engage in in-person services is based on your clinical needs and on the current conditions and guidelines related to the pandemic, which may change at any time. It is possible that a return to telehealth services will be necessary at some point. When able, I will make this decision in consultation with you, but I will make the final determination after carefully weighing the risks and applicable regulations, including those relevant to Blue Ridge as a Practice.

It is also important to consider that any mandates for the insurance reimbursement for telehealth services during the COVID-19 pandemic may no longer be in effect, and telehealth may no longer be reimbursed by your insurance. It is your responsibility to know what services are covered, and you are reminded that fees not paid by your insurance for any services at Blue Ridge become your responsibility.

Risks of Choosing In-Person Services

You understand that by coming to Blue Ridge for in-person sessions, you are assuming the risk of exposure to the coronavirus due to the following:

- Not all persons in the Office may be vaccinated.
- It is known that the COVID-19 vaccines are not 100% protective against a vaccinated person becoming infected or preventing transmission of the coronavirus. It remains uncertain how long the vaccines will provide any protection and whether they will adequately protect against the variant strains. Any removal of your mask or mine could increase the risk of exposure.
- The office building leased by Blue Ridge Behavioral Health does not have a sophisticated air filtration system, and it may not be possible to open windows.
- The office/space we use for your session and/or the treatment services provided may prevent us from maintaining a 6-foot distance during your session.
- You may have to travel to/from your appointment by public transportation, cab, or other ridesharing service.

Safety Protocols to be Followed by Patients, Staff, and Clinicians

To obtain services in person, the following safety protocols must be followed to help minimize risk of exposure, sickness, and possible death. If you do not adhere to these safeguards, it may result in our starting/returning to use of telehealth or needing to terminate treatment if telehealth is not an option.

- You agree not to present for in-person services if on the day of your appointment or anytime during the 14 days prior, you: have any associated COVID-19 symptoms (e.g., fever, shortness of breath, coughing, etc.); have tested positive for COVID-19 or are awaiting test results; and/or have been exposed to someone who is showing signs of infection or has confirmed COVID-19. You agree to notify me as soon as possible so we can discuss the option to proceed with telehealth. If you miss your appointment, or telehealth is not an option and I determine that you could have provided more than 24 hours' notice of cancellation, you may be charged a missed or late cancellation fee.
- You agree that your temperature may be taken upon entry to the Office. If you show up for an appointment and I or the Staff believe that you have a fever or other symptoms, or believe you may have been exposed, I will have to require you to leave the Office immediately. We can follow up with services by telehealth as appropriate.
- Only those persons we agreed need to be present or available for your appointment may enter the Office. You are responsible for the safety and behavior of those who must remain outside the building. If we need to cancel your session prematurely due to circumstances involving these individuals, you may be charged a missed appointment fee.
- You agree to follow the instructions I/Staff give you regarding notification of arrival and entry to our building, even when you may see others doing something different. Until further notice, you will be asked to wait in your vehicle or outside the Office until you receive a call, text, or email that you can enter the building and which entrance to do so.
- You agree not to enter the Waiting Room for appointments until I inform you of that option. When you can enter, you agree to the following: you will not enter it any earlier than 5 minutes before your appointment time, you will not eat or drink, and you will not move furniture nor sit in spaces marked as unavailable.
- You will use alcohol-based hand sanitizer or wash your hands upon entering the building. Hand sanitizer will also be available for use in my office and at the Check-In/Out windows when those services resume.
- You agree to arrive with a face mask/covering as one is required for entering the building and is to be worn in all areas of Blue Ridge, unless otherwise noted. If you do not have a face mask/covering, one will be provided to you. However, arriving even rarely without your facemask/covering could result in a transition to telehealth or termination.
- We will discuss the policy for wearing masks in my office. This policy may differ from the policy of other clinicians you may see at Blue Ridge due to differences in health and safety risks and circumstances each of us must consider. If/when my policy might allow for the removal of masks, we would have to first do the following: discuss the risks and benefits of this choice; both agree with it; each of us must show the other proof of our own vaccination either during a prior

telehealth session or at the start of our in-person session once in my office; and each agree that either of us can request, without explanation, that we return to wearing our masks at any time during a session. Masks will be worn upon exiting the session.

- Social distancing requirements must be met, meaning that you must maintain a six-foot distance from others. The exceptions to this are noted under the Risks stated earlier.
- You accept the responsibility of ensuring all safety protocols are followed by any person(s), including children, who we agreed need to be present or available for each scheduled session.
- If a resident of your home tests positive for the infection, you will immediately inform me and the Staff, and we will then resume treatment via telehealth as appropriate.
- If I or my co-workers, including Staff, test positive for the coronavirus, I will notify you so that you can take appropriate precautions.

The above precautions and protocols may change if additional local, state, or federal orders or guidelines are published. If that happens, we will discuss any necessary changes that affect in-person services. Blue Ridge reserves the right to maintain any or all safety protocols even after published orders/guidelines say they are no longer necessary for healthcare providers/settings.

Your Confidentiality in Case of Infection

As COVID-19 regulations continue to evolve, I/Blue Ridge may become legally required at some point to disclose that you and I have been in contact, especially if either of us were to test positive or show signs of COVID-19 infection. If I am legally compelled to disclose information, I will inform you and will only provide the minimum necessary information (e.g., your name and the dates of our contact) required by law. By signing this form, you are agreeing that I may do so without an additional signed release.

Blue Ridge Behavioral Health remains committed to following local, state, and federal guidelines and to adhering to prevailing professional healthcare standards to limit the transmission of COVID-19 in our Office. Despite our careful attention to sanitization, social distancing, and other protocols, there is still a chance that you will be exposed to COVID-19 in our Office. If, at any point, you prefer to stop in-person services or to consider transitioning to remote services, please let me know.

By signing below, you acknowledge you were given opportunity to discuss and ask questions about the information in this form, you understand there remains a potential risk of exposure, and you agree to the terms and conditions outlined above, including following all safety protocols, to engage in in-person services.

Printed Name of Patient or Responsible Party if not Patient

Date

Signature of Patient or Responsible Party if not Patient

Date

Printed Name and Signature of Clinician

Date