

BLUE RIDGE BEHAVIORAL HEALTH
170 Thomas Johnson Drive, Suite 200, Frederick, MD 21702
Phone: 301-695-8390 / Facsimile: 301-694-7906

CONSENT FOR TELEHEALTH

This form is designed to allow informed consent to be given for _____
Printed Name of Patient
to participate in telehealth services with _____
Printed Name of Clinician (Therapist or Psychiatrist)

Clinicians at Blue Ridge Behavioral Health (BRBH) represent four professional disciplines whose Maryland State Boards define “Telehealth” similarly but reference it by terms that reflect their specialty: “Teletherapy” when provided by a Licensed Certified Social Worker-Clinical (LCSW-C) or a Licensed Clinical Professional Counselor (LCPC), “Telepsychology” when provided by a Licensed Psychologist (Ph.D./Psy.D.), and “Telehealth” when provided by a Maryland Licensed Physician (M.D./ Psychiatrist)

For the entirety and purpose of this Consent form, the term “Telehealth” is used for all Clinicians at BRBH, regardless of their discipline, except where noted, and is defined as follows: the use of interactive audio, video, audio-visual, or other telecommunications or electronic technology that allows the clinician to provide mental health services within one’s scope of practice to a patient who is at a different physical location.

Telehealth does not include communication between a clinician and patient by means of telephone calls, e-mails, fax, or text message. However, during certain federal and/or state of emergencies, an executive order may permit, for a limited time, telehealth services be provided by audio-only interactions (i.e., by telephone); the clinician will inform a patient when and under what conditions this is allowed.

This consent is specific to telehealth services. It does not replace but is used in conjunction with the informed consent document (“Blue Ridge Behavioral Health Patient Rights and Responsibilities Form”) required to be signed by all patients prior to the start of mental health evaluation/treatment at BRBH.

Clinicians at BRBH will provide telehealth services by conducting online sessions using Doxy.me, a HIPAA-compliant videoconferencing software platform that meets the standards of encryption and privacy protection. It also provides a Business Associate Agreement for the Clinician to sign. There is no fee for patients to use Doxy.me, and instructions will be given for how to use the service before connecting for online sessions.

Telehealth provides a way for a clinician to deliver mental health services when circumstances such as time, travel restrictions, or health impairments, for example, prevent these services from occurring at the clinician’s office. However, it’s important to understand fully the rights, risks, limitations, and responsibilities stated below for the patient and/or clinician when using telehealth.

- Clinicians must provide telehealth in compliance with federal and state laws as well as insurance regulations, including those regarding the locations of the clinician and patient during the telehealth session. Patients must be located in the state of Maryland for all telehealth appointments. Patients agree to be honest about their location and emergency contact information that the clinician may request. Failure to do so may result in the termination of the use of telehealth and/or the end of the patient-clinician relationship. Should this occur, the clinician will discuss plans for transfer of the patient’s mental health care, which will include providing referral resources.
- When telehealth uses videoconferencing for the delivery of services, patients will be participating in virtual “face to face” treatment sessions rather than in-person “face-to-face” sessions at the clinician’s office. Patients understand they may experience sessions somewhat differently and accept that the quality of transmitted information may affect the quality of services provided.

- Telehealth comes with limitations specific to psychiatrists that may impact the quality of care that a psychiatrist can provide. Psychiatrists cannot monitor a patient's vital signs, including blood pressure, height, and weight. Patients understand that if the psychiatrist does not have information about the patient's vital signs, it could limit the decisions the psychiatrist can make regarding management of prescribed medications. This includes decisions about starting medication, changes in medications currently prescribed, and/or the dosing of these medications.
- Patients are responsible for providing their own equipment that will allow patients to connect with the clinician for telehealth sessions. This includes a computer, smartphone, or tablet, a webcam either built into a device or added to it, and non-public internet access to conduct the sessions. The clinician and patient each have the responsibility to ensure the security of one's own equipment and of the internet access at one's own location.
- Patients understand that telehealth, when provided online, is technical in nature and that problems may occur due to problems with internet connections or interruptions related to any equipment or software being used and/or services provided by a third party. The clinician has no control over any of these situations, nor guarantees that any services will work as expected.
- If something occurs to prevent or disrupt any scheduled appointment due to technical complications, and the session cannot be completed via online video conferencing, patients agree to contact the clinician to reschedule.
- Patients understand there are no guarantees for privacy protection when any information is transmitted by the internet. The clinician will inform a patient if Doxy.me provides notification that a data breach occurred.
- Patients understand there is a risk of being overheard by anyone nearby if the patient is not in a private room while participating in telehealth. It is the patient's responsibility to arrange a location with sufficient lighting and privacy, free from distractions or interruptions, for one's telehealth sessions. It is the clinician's responsibility to do the same in the environment in which sessions are conducted.
- Patients agree to inform the clinician of other person(s) knowingly present in the location for the telehealth session. The patient understands the clinician may ask others to leave the location or may end the telehealth session if there is concern that confidential information will be compromised or the presence of the person(s) interferes with the productivity of the online session.
- Patients understand and agree that audio and/or video recording of any telehealth appointment by either the clinician or the patient is strictly prohibited. It is also understood that all information disclosed within appointments and the written records pertaining to those sessions are confidential and may not be revealed to anyone without the patient's written permission, except where disclosure is required by law.
- Patients have the right to access the written records of the patient's telehealth appointments in accordance with the same laws that permit the patient to access written records of any in person appointments with the clinician.
- Patients accept that telehealth does not provide emergency services and can limit the ability for the clinician to fully evaluate and determine if the patient requires emergency care. Patients understand that when experiencing a mental health emergency, the patient can call 911 or proceed to the nearest hospital emergency room if able to do so safely. Patients who are actively at risk of harm to self or others are not suitable for telehealth services. If this is the case or becomes the case in the future, the clinician will recommend more appropriate services.

- Patients understand that they will be treated with the same standard of care that would be provided if treated in person. It is also understood that the results of telehealth cannot be guaranteed nor assured. There are risks and benefits associated with any form of mental health services, and despite the efforts of the patient and the clinician, the patient's condition may not improve and in some cases, may even worsen.
- Patients understand that the decision to provide telehealth services is made by individual clinicians or BRBH and that this decision may change over time. Referrals will be provided for patients who wish to receive care via telehealth when this is a treatment option that is not offered or is no longer offered by their clinician.
- Clinicians may determine that telehealth appointments are not in the patient's best interest and will discuss other forms of mental health services better suited to the patient's needs.
- Patients understand that coverage for telehealth services is determined by a patient's insurance company and may change over time. It is the patient's responsibility to know the details of his/her telehealth coverage. Patients will be responsible for payment of any telehealth appointment that is not covered by their insurance.
- Patients have the responsibility to keep scheduled telehealth appointments and will be charged for any missed, cancelled or rescheduled appointments for which 24 business hours' notice, excluding weekends and holidays, has not been given. In addition, failure to be present in the state of Maryland, establish a stable internet connection or any other issues related to patient technology or equipment that prevents the real time transmission of audio and video communication via Doxy.me for telehealth appointments, as required by federal, state, and insurance regulations, will also constitute a missed appointment.
- Patients understand that the right to withhold or withdraw consent to participate in telehealth services at any time will not affect the patient's right to future care or treatment.

By signing below, I acknowledge that I have read and understand all the terms and information provided herein. I was given the opportunity to ask questions or seek clarification for anything I did not understand or that was unclear to me. I understand that I will be responsible for payment of telehealth services that are not covered by the patient's insurance provider. I voluntarily consent for the patient to participate in telehealth for mental health evaluation/treatment services.

_____	_____	_____	_____
Printed Name of Patient	Date	Printed Name of Clinician	Date
_____	_____	_____	_____
Signature of Patient or Parent/Guardian	Date	Signature of Clinician	Date