

MINDFUL BEHAVIORAL LLC

Telehealth Services — Informed Consent & Agreement

Psychiatric Management via Telehealth Platform

1. What Is Telehealth?

Telehealth (also referred to as telemedicine or telepsychiatry) involves the use of electronic communications and information technology to provide clinical psychiatric services at a distance. This includes the delivery of mental health care services via secure video conferencing, telephone, or other approved digital platforms.

Telehealth services offered at this clinic may include:

Psychiatric evaluation and diagnostic assessment

Medication management and psychopharmacology

Brief supportive therapy and crisis counseling

Care coordination and treatment planning

Follow-up appointments and ongoing monitoring

Prescription of non-controlled and controlled substances (subject to applicable federal and state laws)

2. Benefits of Telehealth Psychiatric Services

Telehealth may offer significant advantages, including but not limited to:

Improved access to psychiatric care, especially in underserved or rural areas

Reduced travel time and associated costs

Greater scheduling flexibility and convenience

Continuity of care during illness, inclement weather, or other barriers

Potential reduction in stigma associated with in-person psychiatric visits

3. Limitations, Risks & Alternatives

You have the right to understand the potential limitations and risks associated with telehealth services, which may include:

Technology failures such as internet disruptions, audio/video degradation, or platform outages that may interrupt or limit the quality of care

Telehealth does not permit hands-on physical examination; therefore, certain assessments may be limited

Electronic transmission of health information carries inherent privacy risks despite security protocols

In a psychiatric emergency, in-person care or emergency services will be necessary

Some conditions or treatment complexity may require transition to in-person care

Alternatives to telehealth include in-person outpatient psychiatric evaluation and treatment, which remains available to you upon request.

4. Technology Requirements & Patient Responsibilities

To participate in telehealth visits, you are responsible for ensuring:

Access to a device with a camera, microphone, and speakers (computer, tablet, or smartphone)

A stable, private, and secure internet connection

Use of only the clinic's approved and HIPAA-compliant telehealth platform

Participation from a private location where conversations cannot be overheard

Notification of your current physical location at the start of each session

Availability of a local emergency contact and awareness of your nearest emergency facility

You agree NOT to record telehealth sessions without the prior written consent of your provider. Unauthorized recording is prohibited and may be grounds for termination of telehealth services.

5. Privacy, Confidentiality & HIPAA Compliance

Your privacy is a priority. All telehealth services are delivered via platforms that meet the requirements of the Health Insurance Portability and Accountability Act (HIPAA). However, you acknowledge that:

No technology is entirely free from security risk

It is your responsibility to use a secure, private network and to ensure no unauthorized persons are present during sessions

Breaches resulting from your own technology or network environment are outside the clinic's control

Your health information will be handled in accordance with the clinic's Notice of Privacy Practices, a copy of which has been or will be provided to you separately.

6. Emergency Procedures

Telehealth is not appropriate for psychiatric emergencies. If at any time during a session a crisis arises, or you experience thoughts of harming yourself or others, please:

Call 911 or go to your nearest emergency room immediately

Contact the 988 Suicide and Crisis Lifeline by calling or texting 988

Contact your local mental health crisis line

You are required to provide your current location at the beginning of each telehealth session so that emergency services can be dispatched if necessary.

Emergency Contact Name: _____ Phone: _____

Nearest Emergency Room / Hospital: _____

7. Prescribing & Controlled Substances

Psychiatric medications, including controlled substances, may be prescribed via telehealth in compliance with applicable federal and state regulations, including the Ryan Haight Online

Pharmacy Consumer Protection Act and any applicable DEA guidance. You acknowledge:

Prescribing decisions are made at the sole clinical discretion of your provider

Telehealth prescribing of Schedule II–V controlled substances is subject to applicable laws and may require an in-person evaluation

Providing false, incomplete, or misleading information to obtain medications is prohibited and may result in immediate termination of care

You agree to disclose all current medications, supplements, and substance use to your provider

8. Licensure & Cross-State Practice

Your provider is licensed in the state(s) in which they provide care. You acknowledge that you must be physically located in a state where your provider holds an active license at the time of each telehealth session. If you relocate to another state, it is your responsibility to notify the clinic prior to scheduling your next appointment, as this may affect your provider's ability to continue your care.

9. Insurance, Billing & Payment

Telehealth services may be covered by your insurance plan. Coverage and reimbursement vary by payer, plan type, and applicable state and federal laws. You are responsible for:

Verifying your insurance benefits prior to your appointment

Payment of all applicable co-pays, deductibles, or balances not covered by insurance

Notification of any changes to your insurance coverage

The clinic reserves the right to bill for missed or late-cancelled appointments in accordance with the clinic's financial policy.

10. Right to Withdraw Consent

Participation in telehealth services is voluntary. You have the right to withdraw this consent at any time, without penalty or loss of access to care, by notifying your provider or the clinic in writing. Withdrawal of consent will result in a transition to in-person care if you wish to continue treatment.

11. Minor Patients & Guardians

If this consent is being completed on behalf of a minor patient (under 18 years of age), the parent or legal guardian must sign this document. The parent or legal guardian authorizes the telehealth services described herein on behalf of the minor and assumes full responsibility for compliance with all provisions of this agreement.

12. Acknowledgement & Consent

By signing below, I acknowledge and agree that:

I have read, or have had read to me, this entire Telehealth Informed Consent document

I have been given the opportunity to ask questions and all my questions have been answered to my satisfaction

I understand the benefits, risks, and limitations of telehealth psychiatric services

I voluntarily consent to receive outpatient psychiatric care via telehealth

I understand I may withdraw this consent at any time

I authorize my provider to deliver psychiatric services via the clinic's approved telehealth platform

Relationship to Patient (if Guardian): _____

A copy of this signed consent will be provided to the patient and retained in the medical record. |
Form Version: 1.0 | Review Date: Annually