

# Cornerstone Behavioral Healthcare Telehealth Agreement & Signature Page

I, \_\_\_\_\_, agree to participate in Telehealth services. These services will be provided by, \_\_\_\_\_. My signature acknowledges that I have read, understood and agree to the Telehealth Service Policy (page 2) that governs services provided at Cornerstone Behavioral Healthcare.

The purpose of Telehealth services is not to replace face-to-face services. These services can be discontinued at any time and a face-to-face session can be scheduled as soon as it is reasonably possible.

These services will comply with HIPAA regulations and upon the initiation of treatment all clients are provided with HIPAA rules and regulations governing the security and transfer of client information. I acknowledge that no electronic transmission of information, even encrypted, can be guaranteed to be 100% secure.

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**Telehealth is an interactive face-to-face digitally secured video session with your provider. The clinical session will not be recorded or taped. The provider will offer the same care as a direct face-to-face appointment.**

Client Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Guardian or Parent (if applicable): \_\_\_\_\_ Date: \_\_\_\_\_

Witness: \_\_\_\_\_ Date: \_\_\_\_\_

The definition of Telehealth Services, as defined by MaineCare Benefit Manual (4.01-10) is the use of information technology by a Health Care Provider to deliver clinical services at a distance for the purpose of diagnosis, disease monitoring, or treatment.

1. Interactive Telehealth- if face-to-face services are not available, then interactive Telehealth (real-time combined audio and video) may be used. If connection is lost during session, the telephone may be used to complete the session.

Eligibility for Telehealth:

1. Must have payment source that covers Telehealth and respective requirements must be followed.
  - a. Must have full benefit MaineCare coverage and be eligible for mental health services, or
  - b. Must have commercial insurance that covers behavioral health, and therefore covers behavioral health via Telehealth per Maine parity law, or
  - c. Must have Medicare, and client must be in Telehealth-eligible area (contact executive director or CEO to verify), or
  - d. Must have no insurance, and be paying privately for services.
2. Mental health service delivered must be of comparable quality to what it would be if delivered in person.
3. Delivery of the mental health service via Telehealth must be medically appropriate as determined by Health Care Provider.

Client Rights:

1. Participation in Telehealth is voluntary. Client has the right to refuse or discontinue at any time without risking future access to services.
2. Client has the right to access records from Telehealth sessions as provided by Federal and State law and regulations, just like any other health record.
3. Client has the right to know who is present at provider's site, and the member's site, during the session, and have the right to exclude anyone from either site.

Clinical Requirements:

1. Documentation is required, similar to face to face services, and utilizes the authorization(s) maintained for underlying service delivered. Justification for Telehealth services will be documented on Initial Assessment, Progress Notes, Treatment Plan and Annual Summary.
2. The clinical session will not be recorded or taped.
3. Child Protective Service (CPS)/Adult Protective Services (APS) Mandated Reporting
  - a. Face-to-face service requirements apply to Telehealth.
  - b. You are a mandated reporter only in the state where you hold a valid license.
  - c. If a report is made to your State regarding a client in another State, it is their responsibility to coordinate with that State.
  - d. Reporting to another state is violating the client's confidentiality, unless you obtain a written release of information from the client/guardian.