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2025 Contract & Informed Consent: Mosaic Psychiatric Care, LLC

# 2025 Telehealth Contract and Informed Consent PLEASE READ THIS DOCUMENT CAREFULLY

#### Introduction

Appointments held by telehealth utilize video conferencing software with audio capability and/or a separate software/device for audio (e.g, telephone, headset, etc.). Of note, telehealth establishes a formal provider-patient relationship used to maintain regular assessment, diagnostics, therapy, and/or prescription(s).

Mosaic Psychiatric Care, LLC utilizes Health Insurance Portability and Accountability Act ("HIPAA") compliant software for live video calls, maintenance of medical records, and billing, to prevent unauthorized access to your Protected Health Information ("PHI"), and maintain confidentiality.

### Benefits of Telehealth

- 1. Telehealth provides an alternative means to obtain behavioral health services for patients who may otherwise have access limitations in the community.
- 2. In addition to removing the burden of travel time to a physical office as well as the risks and costs associated with transportation, telehealth allows for more flexible scheduling.
- 3. Telehealth reduces stigma by providing private treatment in the comfort of the patient's personal space.
- 4. Telehealth can deliver treatment to patients with limited mobility without requiring extensive planning for transportation.
- 5. Telehealth decreases the risk of exposure to transmissible diseases, by enabling patients to attend appointments from home.

#### Limitations of Telehealth

While it is not possible to anticipate all the limitations of any treatment, you should consider the following when consenting to treatment via telehealth:

- 1. Mosaic Psychiatric Care, LLC and Michael Bezreh, NP do not have the capacity to offer emergency services, urgent medical care, medical advice or psychiatric triage via email, text or phone, outside of scheduled appointments. In the event of a medical or psychiatric emergency, the patient or guardian agree to use a phone to call 911. In the event of a mental health crisis or potential safety concern, the patient or guardian agree to call the local 24/7 mobile crisis agency, call or text 988, the National Suicide & Crisis Lifeline, or initiate a live chat at 988lifeline.org
- 2. Mosaic Psychiatric Care, LLC is a private practice owned and operated by one individual, (Michael Bezreh, NP). You may prefer to seek care at a group practice with several clinicians, as such practices typically have staff available to answer phone calls in real time during business hours, and may offer evening/ after hours/ on call & weekend coverage, in addition to more flexible scheduling.
- 3. Appointments are available during business hours, and must be scheduled in advance.

- 4. Intake appointments are offered IN PERSON on select Sundays and Thursdays, 11am-5pm at the office in Needham, MA. Follow up appointments are offered VIA TELEHEALTH Monday through Wednesays, 11am-5pm. Phone, email and text messages are checked intermittently during business hours, between appointments.
- 5. Michael Bezreh, NP endeavors to communicate out of office plans to clients in advance. Phone, email and text messages are retrieved periodically while out of the office. Michael Bezreh, NP may designate another licensed healthcare provider to retrieve and respond to messages while out of the office. In Michael Bezreh's absence, the designated healthcare provider may access your chart for the purpose of responding to your inquiry, and/ or furnishing a refill, in a timely manner.
- 6. Unanticipated disruptions may occur during telehealth appointments, due to technical difficulties, internet connectivity issues, or other interruptions. These can be minimized by logging out of other apps and re-starting devices prior to appointments; asking family members or roommates to avoid streaming or gaming on the same network during appointments; having your device (phone, tablet or computer) plugged into a power source, wired to the modem, or in the same room as your wifi router, during appointments; and asking family members or roommates to respect privacy for the duration of your appointment. The provider will attempt to re-start the video call once or twice if technical difficulties or connectivity issues occur. If issues persist, with patient consent, the appointment may be switched to audio only (telephone), or may need to be rescheduled.
- 7. While every precaution is taken to secure patient data and maintain confidentiality, data breaches are possible with telehealth appointments, electronic communications & data storage. Should a data breach occur, Michael Bezreh will make every effort to contact and inform all affected parties as soon as possible.
- 8. Telehealth may not be suitable for evaluating or managing certain conditions which, at times, may require higher levels of care, in which case a referral(s) may be recommended in addition to, or in lieu of, initiating or continuing services with Mosaic Psychiatric Care, LLC.
- 9. There are benefits & risks associated with any form of behavioral health treatment. Despite our best efforts, symptoms may not improve, or in some cases, may worsen.
- 10. Laws regarding the delivery of services and prescription of medications via telehealth continue to evolve during this time, and treatment decisions are made with the provider's best judgement, in accordance with applicable state and federal laws.
- 11. As the covid 19 Public Health Emergency expired in May of 2023, an in person appointment is now required for the initiation or continuation of controlled medication prescriptions. In person appointments are offered on select Sundays at the office in Needham, MA.
- 12. Following expiration of the covid 19 PHE, controlled medication prescriptions can no longer be sent to or filled at pharmacies outside of Massachusetts. In addition, as controlled medications are subject to tolerance, dependency, addiction and abuse, alternatives may always be considered.
- 13. Laws regarding the location of service for telehealth appointments continue to evolve during this time. It is required that patients are physically located in Massachusetts for telehealth appointments with this Massachusetts- licensed provider. Please alert the provider in advance if you are planning to travel out of state, as it may be necessary to reschedule your appointment.
- 14. Elements of a physical exam (for example, assessment of vital signs, or visual inspection of skin) may be most accurately assessed at in-person appointments.

## Safety and Alternate Treatment Options

As telehealth is conducted remotely, safety protocols and alternate means of seeking help will be

addressed in detail during your consultation. However, the following are generally accepted alternatives to treatment via telehealth:

- 1. You may elect to seek treatment via more traditional, in-person visits with another provider.
- 2. Pursuing treatment via telehealth at Mosaic Psychiatric Care, LLC is a decision made by you. If you choose to revoke your decision and pursue alternate treatment, you may revoke this consent at any time by informing Michael Bezreh, NP in writing. It is encouraged to discuss this decision with the provider, and establish care with a new provider prior to termination, to eliminate potential gaps in treatment.

## Required at Every Visit

- 1. The legal name, physical location/ address, and telephone number of the patient at time of each session. This is to ensure that the provider is aware of the patient's whereabouts at the time of the session, should an emergency occur while an appointment is taking place.
- 2. A secure & stable internet connection with adequate bandwidth for live audio/ visual video calls. Barring unforeseen circumstances, the telehealth provider agrees to have access to secure & stable internet connection for every scheduled appointment. If the patient is unable to access internet or connectivity is unstable, certain appointments may be conducted via telephone, with patient/ guardian consent, in accordance with state and federal laws, and insurance carrier requirements.
- 3. Effective July 2023, intake appointments are conducted IN PERSON at the office in Needham, MA.
- 4. Telehealth (follow up) appointments are conducted from a safe, private & quiet environment that is suitable for a behavioral health consultation.
- 5. Telephone (follow up) appointments are meant to be infrequent exceptions, as they limit the telehealth provider's capability to provide the most accurate assessment and highest quality care.

## Rights and Responsibilities of the Provider and Patient

- 1. The telehealth provider may require that a physical examination be completed by the patient's primary care provider, prior to the initiation or continuation of prescription medication(s).
- 2. The telehealth provider reserves the right to assess suitability and appropriateness of telehealth for each patient, on an ongoing basis, due to the potential limitations of the treatment modality mentioned above.
- 3. Aside from initial intake sessions, which are 60 minutes, sessions are typically 30-50 minutes in length, with the last 5-10 minutes reserved for reviewing a plan, answering questions, and arranging follow up. Appointment duration will be agreed upon at the beginning of each session.
- 4. 48-hours notice is required for all cancelations. A \$75 fee will be charged to the credit card on file for appointments missed or canceled with less than 48-hours notice.
- 5. Between appointments, the telehealth provider will respond to all phone, text or email messages as soon as possible; generally, within 1-2 business days. However, if during the course of treatment with Mosaic Psychiatric Care, you or someone you know experiences a medical or psychiatric emergency, medication side effects that need to be evaluated urgently, unusual changes in mood or thinking, or thoughts of harming oneself or others; as above, the patient or guardian agrees to use a phone to call 911, call the local 24/7 mobile crisis agency, call or text 988, the National Suicide & Crisis Lifeline, or initiate a live chat at 988lifeline.org as appropriate.
- 6. Appointments are required to discuss potential medication or dosage changes, for reasons related to safety, accountability, & professionalism.
- 7. Appointments are required no less frequently than once every 90 days, even if no changes are anticipated, for reasons related to safety, accountability & professionalism.
- 8. For refills of current medications, for established clients, without making changes to the prescription; patients must be seen for an appointment no less frequently than once every 90 days. In this case,

- the patient/ guardian may request refills by notifying the provider that a refill is needed between appointments, and allowing at least 7 days notice prior to running out of medication. 7 days is generally an adequate amount of time for the provider to review and respond to refill requests between appointments, while accounting for potential pharmacy supply, insurance or other issues.
- 9. It is the patient or guardian's responsibility to remain engaged and communicative during treatment. If during the course of treatment the provider is unable to reach you via phone or email, a second attempt will be made. It is helpful for the patient/ guardian to reply to any outreach attempts from the provider in a timely manner; conversely, Michael Bezreh, NP promises to reply to all outreach attempts from the patient/ guardian, as soon as feasible. If the provider is unable to make contact within 30 days, the assumption will be made that the patient/ guardian is no longer interested in services. This may impact the patient's ability to obtain an appointment with, or refills from, this provider in the future.
- 10. The provider makes every effort to ensure continuity of care, by encouraging coordination of appointments and refills in advance. If a patient misses two consecutive appointments, or allows greater than 90 days to lapse between appointments, this will indicate that the patient/ guardian has decided to discontinue the professional relationship. This will impact the patient's ability to obtain an appointment with, or refills from, this provider in the future.
- 11. The patient/ guardian may terminate care at any time. It is encouraged to explore factors leading up to the decision to move on, and to formulate a transition plan, during a collaborative wrap up session. It is important that each patient receive the most appropriate care from the most appropriate provider. Michael Bezreh, NP is able to provide referrals to other behavioral health providers in the community, if that may be helpful.

#### Consent

- 1. The patient/ legal guardian understands that they are consenting to behavioral health evaluation and treatment in person and/ or via telehealth.
- 2. The relationship between the patient and the psychiatric nurse practitioner is unique, in that it is highly personal and at the same time, a contractual agreement.
- 3. The patient/ legal guardian understands that improvement or resolution of symptoms cannot be guaranteed, despite the provider's best efforts to deliver the highest quality of care.
- 4. The patient/ legal guardian understands that they are able to ask questions about any aspects of care at any time. Meanwhile, the provider promises to do their best to understand and support each patient, their individual needs and goals.
- 5. The patient/ legal guardian understands that any recording of telehealth appointment audio and/or video call content is prohibited, due to data, security and confidentiality concerns outlined above.
- 6. The patient/ legal guardian understands that while live video calls are conducted, medical records maintained on, and insurance claims submitted via, HIPAA compliant platforms; information sent or received via text message is not encrypted. Although unlikely, a third party may be able to access and read information sent via text message or email, since it is transmitted over the internet. For this reason, the patient/ legal guardian is encouraged to be mindful of text and email content, as information sent or received cannot have its privacy guaranteed. By requesting a response to your medical or psychiatric inquiry via email or text, the patient/ legal guardian acknowledges awareness of this risk, and indicates willingness to take responsibility for any related consequences. It is the patient or guardian's responsibility to alert the telepsychiatry provider to any restrictions on the use of text or email for appointment reminders or communication between visits. An example of appropriate use of text or email would be arranging, confirming or rescheduling an appointment. The patient or guardian agrees not to hold Mosaic Psychiatric Care, LLC or Michael Bezreh liable for any

- unintentional data breach related to the use of text or email.
- 7. The patient/ legal guardian understands that information discussed during the course of behavioral health treatment is generally confidential under law, unless disclosure is permitted or mandated under law, such as for, among other reasons, if there are expressed threats of violence or harm towards oneself or another ascertainable victim. In the event of imminent danger, the provider is legally and ethically bound to report information to authorities, family members, or others, to minimize potential harm.
- 8. The patient/ legal guardian does authorize and request that the insurance company/ companies with whom Mosaic Psychiatric Care, LLC is contracted, pay benefits directly to Mosaic Psychiatric Care, LLC for services rendered. The patient/ legal guardian authorizes the release of medical records or other PHI required by the insurance company/ companies or their designated review agents who provide insurance benefits, needed to determine said benefits, process claims, & secure payment of benefits, without separate authorization, per HIPAA, (a federal statute).
- 9. The patient/ legal guardian understands that payment is due at the time services are rendered, and if the insurer does not cover charges for services provided, the patient/ legal guardian is responsible for and agrees to pay for said charges, including but not limited to cost sharing (copays, deductibles, co insurance, etc), claims denied, or balances not covered by the insurance company. Any questions or disputes concerning insurance coverage or payment of benefits are a matter between the policy holder and the insurer.
- 10. In general, PHI will not be disclosed without your authorization, aside from
  - 1. Disclosure compliant with state or federal law, in which case disclosure is limited to the relevant requirements of such law;
  - 2. Reporting suspected child, elder or dependent adult abuse, or preventing or reducing a serious threat to anyone's health or safety;
  - 3. Audits, investigations, judicial or administrative proceedings;
  - 4. Appointment reminder voicemail, text, and email messages.
- 11. The patient/ legal guardian has the right to request limits on uses and disclosures of PHI, including requests not to use or disclose certain PHI for treatment, payment or health care operations. The provider is not required to agree to the request if it may adversely impact care or business operations. The patient/ legal guardian has the right to choose how PHI is transmitted, and the provider will agree to all reasonable requests.
- 12. The patient/ legal guardian has the right to request a copy of the patient's medical record. The provider will provide a copy of the record, the most pertinent elements of the record, or a treatment summary, within 30 days of receiving the patient/ legal guardian's signed request, and may charge a reasonable, cost based fee for doing so.
- 13. If the patient/ legal guardian believes that there is a mistake in your medical record, the patient/ legal guardian has the right to request that the provider correct or update the PHI. The provider may deny the request, but will provide an explanation in writing within 60 days of receiving the request.
- 14. If between appointments the provider and patient/ legal guardian see each other in the community, the provider will not acknowledge you first. Your right to privacy and confidentiality are of utmost importance. However, if you acknowledge me first, I will be happy to speak briefly, but do not feel it is appropriate to engage in lengthy discussions in public, outside of the therapeutic space. In addition, I do not feel it appropriate to accept friend or contact requests from current or former clients on social media sites (facebook, instagram, LinkedIn, etc.).

I certify that I have read, and/or had explained to me, and understand the entirety of this document, titled

'2025 Telehealth Contract & Informed Consent." I have been given ample opportunity to ask questions, and any questions have been answered to my satisfaction. By signing below, I am confirming that I have read, understand and agree with the information outlined in this document, put forward by MOSAIC PSYCHIATRIC CARE, LLC, its staff and providers		
to use telehealth for my (or my child's) evaluation and	treatment.	
Patient/Cardholder Authorized Signature	Date	