

The Founder and Medical Director of Driftless Integrative Psychiatry (“we,” “our,” “us”) is Dr. Erica Burger, DO. Dr. Burger is an integrative psychiatrist and licensed to practice psychiatry in Iowa, and Wisconsin. This means that, after graduating from college and medical school, Dr. Burger completed a four-year residency in the specialty of Psychiatry and met the qualifications to become licensed in each of the states mentioned.

We at Driftless Integrative Psychiatry intend to follow our Notice of Privacy Practices concerning the uses and disclosures of the confidential information you share with us. Our Notice of Privacy Practices has been provided to you and may be revised in the future. A copy of our Notice can be found and downloaded from our website [here](#).

We require that every patient use our secure video conferencing technology for telemedicine sessions. Our current system is reasonably secure and confidentiality-protective of the information transmitted. It is widely accepted for telemedicine use and provides more privacy and security protection for telemedicine services than do most other alternatives. Please see our technology guide [here](#) for additional information about currently available teleconference technology.

Please read the following and initial each section and sign this form below to indicate your consent and agreement concerning these terms:

_____ 1. The purpose of our telemedicine (or “distance care”) service is to diagnose and treat behavioral or mental health problems in pursuit of clinical improvement. We may use telemedicine to diagnose your problems (that is, to figure out what they are), to recommend therapy, to provide prescriptions or prescription refills, to schedule appointments, or to educate you. On the other hand, not every medical problem can be managed at a distance. Nor should every medical problem that can be managed at a distance be treated with medication. Dr. Burger will determine whether your condition is appropriate for diagnosis or treatment through a telemedicine encounter and, if so, what the proper way to manage it is. Depending on the nature of your problem, it may be necessary for you to follow up with other providers. If so, Dr. Burger will discuss that and possible options with you.

_____ 2. You or your personal representative can withhold or withdraw consent to receive behavioral health services through telemedicine, or seek a second opinion, at any time. Doing so will not affect your right to receive future care or treatment and will not risk the loss of any third-party payer or program benefits provided to you.

_____ 3. All existing confidentiality protections under federal and state law, including but not limited to the Health Insurance Portability and Accountability Act of 1996 (HIPAA), apply to a telemedicine consultation.

_____ 4. You or your personal representative can access all medical information resulting from a telemedicine consultation on request as provided under federal and state law governing the access to patient medical records. When you obtain your records, it is your responsibility to maintain their confidentiality when in your custody and to arrange for their secure transmission to other providers as needed. To the extent that is clinically appropriate, you may participate in treatment decisions and in the development and periodic review and revision of your treatment plan.

_____ 5. No patient-identifying information from a telemedicine consultation will be provided to researchers or other entities without your written consent of you or your personal representative. No images or sound will be recorded during your telemedicine sessions.

_____ 6. The advantages of telemedicine include the ability to be treated from almost any location and at almost any time during our regular hours. Telemedicine may also enhance the continuity of your care.

_____ 7. No electronic communication is entirely safe from intruders. The risk of using telemedicine services include the potential for unauthorized disclosure of your confidential information when it is transmitted between you and us over the internet. We take measures to protect your privacy, such as encrypting your data, employing password protected screen savers and data files, and utilizing other reliable authentication techniques. These features reduce the risk of a data breach, but do not eliminate them. You can help reduce the risk further. You may be overheard by anyone near you if you are not in a private area during a telemedicine session. It is your responsibility to create an environment at your location for each telemedicine transmission that is private and protective of your personal information and communications with us. It is your responsibility to inform us if anyone else can see or hear any part of the session.

_____ 8. As part of its commitment to privacy, Driftless Integrative Psychiatry does not record telemedicine sessions without the knowledge and consent of the patient. Driftless Integrative Psychiatry also expects patients to refrain from recording or attempting to record sessions without its knowledge or consent.

_____ 9. Driftless Integrative Psychiatry maintains patient records electronically. As a result, with the cooperation of your previous providers, it is usually possible for us to obtain your old records securely and to maintain them safely. It is almost always possible for us to retrieve your old records at our practice very quickly. Sometimes, however, previous providers may comply with requests slowly, or not at all. Software programs could delay or impede retrieval of even our own records. There is some risk, then, although only a small one, that information valuable or even necessary for your diagnosis will be unavailable, temporarily or even permanently. If so, your risk of an erroneous diagnosis, and therefore of erroneous treatment, would increase. For example, without old records from previous providers, it may not be possible to tell that a particular

medicine is the wrong choice for you, and you might be harmed by taking a medicine we prescribe via telemedicine. Of course, risks such as these also exist with in-person care; In our experience, reliance on telemedicine neither increases nor decreases these risks. We are aware of these limitations and take them into account in making clinical decisions about your care. Where necessary, we refer patients to in-person care. The risk of error nevertheless exists.

_____ 10. The physical examination that Dr. Burger can perform through telemedicine is limited. In particular, information that can be obtained only by physically touching the patient will not be available. Fortunately, physical examination is generally less important in psychiatry than other specialties but to the extent that diagnosis depends on such exams, it may be a less accurate examination.

_____ 11. In some cases, applicable law may prevent us from providing the services you desire. Should that be the case, we will refer you to another provider.

_____ 12. WE DO NOT PROVIDE EMERGENCY CARE. If you think you are facing an emergency, or that you might be facing an emergency, please do not rely on us for help. Immediately call 911 or go to your nearest emergency room. Driftless Integrative Psychiatry does not provide any after-hours care or crisis management services. For these services, please call 911 or go to your nearest emergency room.

_____ 13. For telemedicine sessions, please be available for us to call you by videoconference at the time your session is scheduled. Please be ready to receive a videoconference call from us beginning two minutes before to fifteen (15) minutes after the scheduled time for your session. If you are not available for more than fifteen (15) minutes after your scheduled time, your session may be rescheduled, and you may be considered a “no show” and billed according to office policies and procedures, available **here**. When you receive a videoconference call from our office for your session, please be in a place where you feel comfortable talking about your personal and private information.

_____ 14. Telemedicine relies on electronic communications and devices. These can fail at any time. Any technical failure or power outage could therefore delay or disrupt communication and hinder, delay, or erase our ability to assist you with telemedicine. Ordinarily, however, the technology works well. Barring technology failure, we do not anticipate having telemedicine sessions by phone. There may be times, however, when we need to contact you by phone. If you have a cell phone or other wireless or mobile phone, be advised that such phones are not absolutely secure and the privacy and security of information transmitted may be compromised. If you choose to contact us using a cell phone or other wireless or mobile phone, you agree to accept the risk to the privacy and confidentiality of your information that the use of such phones may pose.

_____ 15. Dr. Burger is licensed to practice medicine in Iowa and Wisconsin. You must be physically located within the state of Iowa or within the state of Wisconsin at the time of your sessions in order to receive our services. You understand that we will need to verify your physical location at the time of each session.

ACKNOWLEDGEMENT

I, _____, am over the age of eighteen (18) years of age and I live in _____. I have read this Consent to Use Telemedicine Technology. I understand that Dr. Burger of Driftless Integrative Psychiatry offers telemedical services to her patients and that telemedicine, is a form of health care that relies on interactive audio-video interface that allows for a patient to be in one location to see, speak with, and consult a provider in another. The information so exchanged may be used for diagnosis, therapy, follow up, and/or education.

If I obtain clinical services through telemedicine, I may obtain the anticipated benefits from the use of telemedicine in my care, but because as with all health care, no results can be guaranteed. In fact, as with all medical or health care, by obtaining clinical services through telemedicine I may even experience some harm, including potentially serious harm.

I understand that a variety of alternative methods of medical care may be available to me, and that I may choose one or more of these at any time. Dr. Burger has explained the alternatives to my satisfaction.

I acknowledge that, in the exercise of her clinical judgement, Dr. Burger may determine that 1) the nature of my problem is such that it is not professionally appropriate to assist me with that problem through telemedicine; or 2) it may not be lawful for Dr. Burger to treat me through telemedicine; or 3) both. Should Dr. Burger make any such determination, she will be unable to assist me through telemedicine and will confer with me about other possible approaches to handling my medical problems.

I understand that Dr. Burger may or may not prescribe medications to treat my problem.

I understand that it is my duty to inform any other health care providers of electronic interactions regarding my care that I may have with Driftless Integrative Psychiatry.

I understand the risk and benefits that have been described. I also understand that because technology is changing rapidly, there may be other risks to the confidentiality and security of my personal information, or possibly risks to my health care, that neither Driftless Integrative Psychiatry nor I can anticipate at this time. I understand that Driftless Integrative Psychiatry will follow its Notice of Privacy Practices in using and disclosing my personal and confidential

information consistent with applicable law. I acknowledge that I have received a copy of and read and understood the Notice of Privacy Practices.

I agree to use the video conferencing system provided by Driftless Integrative Psychiatry for my telemedicine sessions. I agree to accept and receive Driftless Integrative Psychiatry's telemedicine services from a location that is private, confidential, and free from distractions during my session. I understand that without my knowledge and consent my records will not be recorded and that I agree what I will neither record nor attempt to record any session without the knowledge and consent of Driftless Integrative Psychiatry.

I understand that Dr. Burger is a physician licensed to practice medicine in Iowa and Wisconsin. Patients receiving our services must be physically located in Iowa or Wisconsin at the time of their appointment with us. I certify that the time of my appointment I will be located in either Iowa or Wisconsin in order to receive Driftless Integrative Psychiatry's services.

I understand that Driftless Integrative Psychiatry does not provide any after-hours care or crisis management services. I agree to call 911 or go to the nearest emergency room after hours or if I experience a crisis or an emergency or suspect that I may be experiencing a crisis or an emergency.

I understand that I have the right to withhold or withdraw my consent to the use of telemedicine in the course of my care at any time, without affecting my right to future care or treatment or to any program or other benefits I may be entitled to.

I understand the information above and have had adequate time and opportunity to discuss it with Dr. Burger or her designee. My questions have all been answered to my satisfaction in language I understand, I am not under the influence of alcohol or of any other drug that might make it harder to understand the information I have been given. I understand that this document when signed by me is legally binding and will become part of my patient medical record with Driftless Integrative Psychiatry. At the time of my signature, all the blanks on this document have been completed.

I hereby authorize Dr. Burger to use telemedicine in the course of my diagnosis and treatment.

Date: _____

Patient signature

Patient Name (Printed)

If the patient is under the age of 18 or cannot sign this form owing to incapacity, an authorized personal representative such as a guardian should sign this document on the individuals' behalf.

