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Telemedicine/Teletherapy/Telepsychotherapy Informed Consent Form

I _____ (client's name) hereby consent to engaging in telemedicine with **Jacqueline L. Berg, MA, LMFT** as part of my psychotherapy. I understand that "telemedicine" includes the practice of health care delivery, diagnosis, consultation, treatment, transfer of medical data, and education using interactive audio, video, or data communications. I understand that telemedicine also involves the communication of my medical/mental information, both orally and visually, to health care practitioners located in New Hampshire or outside of New Hampshire.

Because of recent advances in communication technology, the field of teletherapy has evolved. It has allowed individuals who may not have local access to a mental health professional to use electronic means to receive services. Because it is relatively new, there is not a lot of research indicating that it is an effective means of receiving therapy. An important part of therapy is sitting face to face with an individual, where non-verbal communication (body signals) are readily available to both therapist and client. Without this information, tele-therapy may be slower to progress or less effective. With the teletherapy, the client's tone of voice, pauses and choice of words become especially important and therefore an important focus of the sessions. With therapy via a written text only means, the written word is the exclusive focus. What is important here is that you are aware that tele-therapy may or may not be as effective as in-person therapy and therefore we must pay close attention to your progress and periodically evaluate the effectiveness of this form of therapy.

Because I may not have met you in person, I may request that you be interviewed by a professional in your area and allow me to talk to that individual before proceeding with therapy.

With tele-therapy, there is the question of where is the therapy occurring – at the therapist's office or the location of the client? By utilizing this teletherapy service, the client agrees that the "point-of-service" of therapy is to occur in the therapist's state of residence and licensure, not the client's. It is my policy to inform clients that they are receiving services from my office (as if they were physically traveling to one of my offices in New Hampshire) and therefore are bound by the laws of the State of New Hampshire. *These laws are primarily related to confidentiality as outlined in this form and my Consent for Services* and other intake forms. In essence, the client is using the telephone or the Internet to virtually travel to the therapist (the therapist's state of professional practice). By agreeing to utilize the therapist's services, the client agrees to these terms. If you do not understand, or have any questions regarding this issue, please feel free to ask me about this issue.

Telecommunication: Telehealth (e-therapy) is the use of electronic transmissions to treat the needs of a patient. This means the practice of health care delivery, diagnosis, consultation, treatment, transfer of medical data, and education using interactive audio, video, or data communications. The risks involved with Telehealth include the potential release of private information due to the complexities and abnormalities involved with the Internet. Viruses, Trojans, and other involuntary intrusions have the ability to grab and released information you may desire to keep private. Furthermore, there is the risk of being overheard by anyone near you if you do not place yourself in a private area and open to other's intrusion. The advantages are that you may be treated from any location at a mutually agreeable time. It is your responsibility to create an environment on your end of the Telemedicine transmission that is not subject to unexpected or unauthorized intrusion of your personal information. It is my responsibility for me, the therapist, to do the same.

I request that clients please install and utilize the **HipaaBridge** app for Android (from Play Store) or the Iphone (from the Apple AppStore) for all text communication with me. Once the app is installed, it functions much like regular texting does, but messages you send to me or receive from me are encrypted to increase the security and confidentiality of your electronic communication. HipaaBridge also has a web based interface for use from your computer. Please do not use email unless you encrypt the message you send to me (and then send me the decryption code via HipaaBridge). Please note that the law does not require that you use HipaaBridge, but that Jacqueline L. Berg requests that you utilize it to ensure the confidentiality of your therapy related communication.

I understand that I have the following rights with respect to telemedicine:

1. I have the right to withhold or withdraw consent at any time without affecting my right to future care or treatment nor risking the loss or withdrawal of any program benefits to which I would otherwise be entitled.
2. The laws that protect the confidentiality of my medical information also apply to telemedicine. As such, I understand that the information disclosed by me during the course of my therapy is generally confidential. However, there are both mandatory and permissive exceptions to confidentiality, including, but not limited to reporting child, elder, and incapacitated adult abuse or neglect; risk of suicidality by the client, expressed threats of violence towards a victim or property; and where my mental or emotional state becomes an issue in a legal proceeding.

I also understand that the dissemination of any personally identifiable images or information from the telemedicine interaction to researchers or other entities shall not occur without my written consent.

3. I understand that there are risks and consequences from telemedicine, including, but not limited to, the possibility, despite reasonable efforts on the part of my psychotherapist, that: the transmission of my medical information could be disrupted or distorted by technical failures; the transmission of my medical information could be interrupted by unauthorized persons; and/or the electronic storage of my medical information could be accessed by unauthorized persons.

In addition, I understand that telemedicine based services and care may not be as complete as face-to-face services. I also understand that if my psychotherapist believes I would be better served by another form of psychotherapeutic services (e.g. face-to-face services) I will be referred to a psychotherapist who can provide such services in my area if that is feasible, but otherwise outside of my area. Finally, I understand that there are potential risks and benefits associated with any form of psychotherapy, and that despite my efforts and the efforts of my psychotherapist, my condition may not be improve, and in some cases may even get worse.

4. I understand that I may benefit from telemedicine, but that results cannot be guaranteed or assured.
5. I understand that I have a right to access my medical information and copies of medical records in accordance with New Hampshire law.
6. I understand that I am are responsible for (a) providing the necessary computer or device, telecommunications equipment and internet access for Teletherapy sessions; (b) the information security on my computer or device, and (c) arranging a location with sufficient lighting and privacy that is free from distractions and intrusions, and sufficient for privacy to protect your personal health information. I understand that I am responsible for information security on my computer or device, including copies of emails or other communication. I understand that my therapist has encouraged me to use HipaaBridge, rather than email or text as it uses encryption in the transmission of documents and text based information. Even if someone were to intercept an encrypted document or text stream, they would not be able to read the encoded message.

7. Teletherapy via *Doxy* or *Vsee* are considered to be secure because it is reported by their manufacturers to be encrypted and therefore confidential and that they meets HIPAA acceptable privacy guidelines. Despite the manufacturer's representations, Jacqueline L. Berg does not independently certify that these products meet encryption criteria for HIPAA compliance, and therefore you release Jacqueline L. Berg from any liability in the event that teletherapy via *Doxy* or *Vsee* are not secure and confidential as reported by the manufacturer.

8. I understand that teletherapy is not intended for emergency services, and if emergencies arise you will be required to seek face to face consultation and evaluation, and by signing this consent, I agree in advance to seek such care if I or Jacqueline L. Berg deem this necessary. Further, I understand that there is a significant, imminent safety risk, including but not limited to, a manic episode, a client in psychosis, or a suicidal plan, that I am authorizing Jacqueline L. Berg to contact the following people regarding safety concerns related to the client in order to help ensure that the client obtains the necessary medical/psychological care around those safety concerns:

Safety Contact and Contact Information

Second Safety Contact and Contact Information

Third Safety Contact and Contact Information

I have read and understand the information provided above. I have discussed it with Jacqueline L. Berg, and all of my questions have been answered to my satisfaction.

Signature of client/parent/guardian/conservator. If signed by other than client indicate relationship. I agree that a typed in signature represents my legal signature on this document. I will also sign and mail this document to Jacqueline L. Berg, 585 Union Ave, #5, Laconia, NH 03246.

Print Name

Relationship to client if client is other than self

Signature

Date