

Informed Consent for Telehealth Services

“Telehealth” is a mode of delivering healthcare services that utilizes information and communication technologies to enable the diagnosis, consultation, treatment, education, care management and self-management of patients at a distance from health care providers. Source: *SD HB 1183 (2017)*.

Sometimes convenience, distance, or other circumstances make “in-person” treatment challenging or may even prohibit treatment from occurring. Thus, after an initial clinical intake and establishment of a therapeutic relationship has occurred, treatment delivery occurring via interactive video conferencing (i.e., virtual “face-to-face” sessions) and/or telephone sessions may occur in lieu of, or in addition to, “in-person” therapy sessions when it is determined clinically appropriate and feasible by _____ (hereinafter “**Provider**”).

Provider Name

These sessions will be conducted with use of real-time interactive audio and visual technology to allow for the provision of mental health services to a remote in-state location.

The video conferencing system utilized (www.doxy.me) for telehealth services with Provider meets HIPAA regulations for privacy protection and a Business Associate Agreement (BAA) has been established between Provider and the system, however, privacy cannot be guaranteed. All existing confidentiality protections under federal and South Dakota state law apply to information disclosed during telehealth sessions and reasonable and appropriate efforts will be made to eliminate any confidentiality risks associated with telehealth sessions.

Risks to video conferenced therapy sessions include (*but are not limited to*): session disconnections due to technology issues, delays due to connection or other technology issues, discomfort with virtual face-to-face versus in-person treatment sessions, difficulties interpreting nonverbal communications or behaviors due to decreased visual availability or clarity, breach of information beyond Provider’s control, limited access to immediate resources should instances of risk of self-harm or harm to others are present. Additionally, dependent on your insurance provider, lack of reimbursement for telehealth sessions may occur.

Provider will weigh the advantages against potential risks prior to proceeding with telehealth sessions and will make you aware of specifics about how risks apply to your treatment before using the technology. All other office privacy practices and policies provided to you apply to telehealth sessions just as they would in-person sessions.

There are, by law, exceptions to confidentiality which apply whether treatment is being provided in-person or via video conferencing and include mandatory reporting of any child, elder, and/or dependent adult abuse as well as any instance in which Provider suspects a person to be of risk of harm to themselves or someone else. Additionally, dissemination of information from Provider to other entities may occur if written consent has been provided. Certain legal situations may also lend themselves to exceptions to confidentiality.

While psychotherapy of various kinds has been found to be effective in treating a wide-range of mental health disorders, as well as personal and relational issues, there is no guarantee that all treatment of all patients will be effective. Thus, while benefits may be seen from therapy provided via video conferencing, results cannot be guaranteed or assured.

By signing this document, you are declaring your agreement with the following statement:

I have read and understand the information provided above. I understand I have the right to discuss any of this information with Provider and to ask any questions I may have. I have discussed this with Provider and understand the risks/limitations and benefits of receiving treatment via video conferencing. I agree to telehealth sessions via video conferencing. I understand I may choose to revoke this consent via written request and/or inform Provider of my desire to discontinue treatment at any time.

Patient (*if 18 years of age or older*)
or Legal Guardian (sign)

Date

Print Name (include legal guardian name if signing for Patient/
Person/Student

Relationship to Patient/Person/Student