



0. GENERAL INFORMED CONSENT

General Information

The therapeutic relationship is unique in that it is a highly personal and at the same time, a contractual agreement. Given this, it is important for us to reach a clear understanding about how our relationship will work, and what each of us can expect. This consent will provide a clear framework for our work together. Feel free to discuss any of this with me. Please read and indicate that you have reviewed this information and agree to it by filling in the checkbox at the end of this document.

The Therapeutic Process

You have taken a very positive step by deciding to seek therapy. The outcome of your treatment depends largely on your willingness to engage in this process, which may, at times, result in considerable discomfort. Remembering unpleasant events and becoming aware of feelings attached to those events can bring on strong feelings of anger, depression, anxiety, etc. There are no miracle cures. I cannot promise that your behavior or circumstance will change. I can promise to support you and do my very best to understand you and repeating patterns, as well as to help you clarify what it is that you want for yourself.

Confidentiality

The session content and all relevant materials to the client's treatment will be held confidential unless the client requests in writing to have all or portions of such content released to a specifically named person/persons. Limitations of such client held privilege of confidentiality exist and are itemized below:

1. If a client threatens or attempts to commit suicide or otherwise conducts him/her self in a manner in which there is a substantial risk of incurring serious bodily harm.
2. If a client threatens grave bodily harm or death to another person.

3. If the therapist has a reasonable suspicion that a client or other named victim is the perpetrator, observer of, or actual victim of physical, emotional or sexual abuse of children under the age of 18 years.

4. Suspicions as stated above in the case of an elderly person who may be subjected to these abuses.

5. Suspected neglect of the parties named in items #3 and # 4.

6. If a court of law issues a legitimate subpoena for information stated on the subpoena.

7. If a client is in therapy or being treated by order of a court of law, or if information is obtained for the purpose of rendering an expert's report to an attorney.

Occasionally I may need to consult with other professionals in their areas of expertise in order to provide the best treatment for you. Information about you may be shared in this context without using your name.

If we see each other accidentally outside of the therapy office, I will not acknowledge you first. Your right to privacy and confidentiality is of the utmost importance to me, and I do not wish to jeopardize your privacy. However, if you acknowledge me first, I will be more than happy to speak briefly with you, but feel it appropriate not to engage in any lengthy discussions in public or outside of the therapy office.

Telehealth Services

“Telehealth” is a mode of delivering healthcare services that utilize 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 a 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 Rapid City Counseling, Inc. (hereinafter “Provider”). These sessions will be conducted with the 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 utilizes <https://rapidcitycounseling.theranest.com/> 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 instance of risk of self-harm or harm to others are present. Additionally, dependent on your insurance provider, a lack of reimbursement for telehealth sessions may occur.

The 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 Providers 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 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 understood 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 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 or older):

Legal Guardian, if signing for patient/student/person:

Relationship to patient/student/person:

Date: