Consent for Telehealth Treatment

DYNAMIS COUNSELING, LLC
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CONSENT FOR TELEHEALTH TREATMENT

PURPOSE AND CONSENT

I consent to participate in telehealth treatment with Dynamis Counseling, LLC as part of my behavioral health services.

Telehealth is the delivery of healthcare services through electronic communication technology when the client and clinician are in different physical locations. Telehealth services may include behavioral health assessment, psychotherapy, treatment planning, consultation, care coordination, and other clinically appropriate behavioral health services.

I understand that participation in telehealth is voluntary and that, when available and clinically appropriate, I may discuss the option of receiving services in person with my clinician.

NATURE OF TELEHEALTH

I understand that telehealth differs from an in-person appointment because my clinician and I are not physically located in the same room.

I understand that telehealth may provide benefits including:

• Increased accessibility to behavioral health services;

• Convenience and flexibility;

• Reduced travel time;

• Improved continuity of care; and

• The ability to participate from an appropriate private location.

I understand that telehealth may not be appropriate for every client, condition, or clinical circumstance. My clinician may recommend in-person treatment, a different type of service, or a different level of care when clinically appropriate.

RISKS AND LIMITATIONS

I understand that telehealth involves potential risks and limitations, including but not limited to:

• Internet, equipment, software, audio, or video failure;

• Interruptions or delays in communication;

• Unauthorized access or other electronic privacy or security risks;

• The possibility of being overheard by another person at my location;

• Limitations in my clinician's ability to observe certain behaviors, physical conditions, or other information that may be more readily apparent during an in-person appointment; and

• Limitations in responding to emergencies when my clinician is physically located somewhere other than my location.

Although Dynamis Counseling uses reasonable safeguards designed to protect confidentiality and privacy, no electronic communication system can be guaranteed to be completely free from privacy or security risks.

SIMPLEPRACTICE TELEHEALTH

Dynamis Counseling may use Telehealth by SimplePractice to conduct videoconferencing appointments.

SimplePractice provides the technology used to facilitate the telehealth connection. My treating clinician and Dynamis Counseling, rather than SimplePractice, are responsible for the behavioral health services provided to me.

I understand that SimplePractice's telehealth platform is not an emergency or crisis-response service.

I agree not to share my telehealth appointment link or access information with another person unless that individual is authorized to participate in my appointment.

PRIVACY AND CONFIDENTIALITY

The confidentiality protections that apply to my behavioral health treatment generally continue to apply when services are provided through telehealth, subject to applicable federal and state law.

I am responsible for making reasonable efforts to participate from a private and safe location that is reasonably free from interruptions, distractions, or unauthorized individuals.

If another person is present at my location during a telehealth session, I will inform my clinician. My clinician may discuss whether that person's presence is clinically appropriate and whether authorization or other documentation is necessary.

Neither I nor my clinician may audio record, video record, photograph, livestream, or otherwise independently record a telehealth session without the prior knowledge and agreement of the other party and any consent required by applicable law.

AI-assisted recording, transcription, or documentation authorized by me through Dynamis Counseling's separate Consent for AI-Assisted Documentation, Dictation, Recording & Transcription is governed by that separate consent.

CLIENT LOCATION AND IDENTITY

I understand that my clinician may verify my identity and current physical location at the beginning of a telehealth appointment.

I agree to accurately provide my physical location when requested.

I understand that behavioral health services are generally regulated based upon where I am physically located at the time services are provided.

If I am physically located outside Arizona at the time of a scheduled telehealth appointment, I agree to notify my clinician before services are provided.

I understand that my clinician may be unable to provide treatment while I am located in another state or jurisdiction if the clinician is not legally authorized to provide services there.

EMERGENCY INFORMATION AND PROCEDURES

Dynamis Counseling is an outpatient behavioral health practice and does not provide 24-hour emergency or crisis-response services.

Because my clinician and I are in different physical locations during telehealth, my clinician may request information necessary to respond appropriately if a safety concern or emergency occurs. This may include my current physical location, telephone number, emergency contact information, or information regarding emergency resources near my location.

If I am experiencing a behavioral health crisis, I should call or text 988 or contact the Arizona Statewide Crisis Line at 1-844-534-HOPE (4673).

If I am in immediate danger, believe I may imminently harm myself or another person, or require immediate emergency intervention, I should call 911 or go to the nearest emergency department.

I understand that I should not use the SimplePractice telehealth platform, text messaging, email, voicemail, or other routine communication with my clinician as a substitute for emergency or crisis services.

If my clinician becomes concerned about my immediate safety during a telehealth appointment and is unable to adequately address the concern through telehealth, I understand that the clinician may contact emergency services, my emergency contact, or another appropriate resource when permitted or required by law.

TECHNOLOGY FAILURE

If the video or audio connection fails during a telehealth appointment, my clinician and I may attempt to reconnect using the telehealth platform.

If the connection cannot be restored, my clinician may attempt to contact me using the telephone number or other communication method I have provided.

Depending upon the circumstances, the appointment may continue through another clinically and legally appropriate method, be rescheduled, or end early.

I understand that technical difficulties do not necessarily constitute an emergency and that I should follow the emergency procedures described above if I require immediate assistance.

SAFETY DURING TELEHEALTH

I agree not to participate in a telehealth psychotherapy session while operating a motor vehicle.

If I am driving at the time of my appointment, my clinician may require me to safely park before beginning or continuing the session.

My clinician may also discontinue or reschedule a telehealth session if my location, activity, lack of privacy, technology, or another circumstance substantially interferes with the clinician's ability to safely or appropriately provide services.

RIGHT TO WITHDRAW TELEHEALTH CONSENT

I understand that I may withdraw my consent to future telehealth treatment and discuss alternative treatment arrangements with Dynamis Counseling.

Withdrawal of telehealth consent does not automatically guarantee the availability of in-person appointments with a particular clinician.

If telehealth is no longer clinically appropriate or I choose not to receive telehealth services, my clinician and I may discuss available in-person treatment, referral options, or other appropriate arrangements.

CLIENT ACKNOWLEDGMENT AND CONSENT

By electronically signing this document, I acknowledge that:

• I have read and understand this Consent for Telehealth Treatment;

• I understand the nature of telehealth and how it differs from in-person treatment;

• I understand the potential benefits, risks, and limitations of telehealth;

• I understand my responsibilities regarding privacy, location, safety, and technology;

• I understand that my clinician may verify my identity and physical location during telehealth appointments;

• I understand what to do if technology fails during a session;

• I understand the emergency and crisis procedures described in this consent;

• I understand that my clinician may be unable to provide services while I am physically located in a jurisdiction where the clinician is not authorized to practice;

• I have had the opportunity to ask questions regarding telehealth treatment; and

• I voluntarily consent to receiving behavioral health services through telehealth when offered and clinically appropriate.