Informed Consent*

DYNAMIS COUNSELING, LLC
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INFORMED CONSENT FOR PSYCHOTHERAPY

GENERAL INFORMATION

The therapeutic relationship is unique in that it is both highly personal and a professional healthcare relationship. Given this, it is important for us to establish a clear understanding of how the therapeutic relationship will work and what you can expect from Dynamis Counseling, LLC and your clinician.

This Informed Consent provides a framework for our work together and explains important information regarding treatment, your rights, confidentiality, records, fees, and telehealth. You are encouraged to ask questions or discuss any part of this consent with your clinician at any time.

Please review this information carefully and indicate your consent by electronically signing or completing the acknowledgment at the end of this document.

PURPOSE OF TREATMENT

The purpose of psychotherapy is to assist clients in addressing behavioral, emotional, psychological, relational, or other concerns and to work toward mutually established treatment goals.

Therapy is a collaborative process and is generally most effective when clients actively participate in treatment and work toward established goals. The length and frequency of treatment will depend upon your individual needs, treatment goals, progress, clinical recommendations, and other relevant circumstances.

It is important that you feel reasonably comfortable with your clinician and the treatment methods being used. Depending upon your individual needs, your clinician may utilize different therapeutic approaches, interventions, and treatment methods.

You are encouraged to ask questions about your treatment, communicate concerns regarding the therapeutic process, and discuss treatment methods or alternatives with your clinician.

RIGHT TO PARTICIPATE/REFUSE

Unless treatment is court ordered or otherwise legally mandated, participation in treatment at Dynamis Counseling is voluntary.

You have the right to participate in the development and review of your treatment plan, ask questions regarding recommended treatment, discuss treatment options and alternatives, and refuse a recommended intervention or treatment.

If you are uncomfortable with a treatment recommendation, please discuss your concerns with your clinician so that the recommendation and treatment plan can be reviewed.

You may choose to discontinue treatment at any time. When possible, we recommend discussing your decision with your clinician and participating in a closure session so that progress, ongoing needs, recommendations, referrals, and continuity of care can be appropriately addressed.

BENEFITS & RISKS

Psychotherapy can have both benefits and risks.

Therapy frequently involves discussing difficult experiences, emotions, relationships, behaviors, memories, or circumstances. At times, this may result in uncomfortable feelings such as sadness, anxiety, anger, guilt, grief, frustration, loneliness, or emotional distress.

Therapeutic work may also involve making changes that affect relationships, routines, beliefs, behaviors, or other areas of your life.

Potential benefits of psychotherapy may include symptom reduction, increased insight, improved coping skills, healthier relationships, improved communication, increased emotional regulation, a more positive sense of self, improved functioning, personal growth, and development of solutions or strategies for identified concerns.

The experience and outcome of psychotherapy vary from person to person. No specific result or outcome can be guaranteed.

DIAGNOSIS AND CLINICAL ASSESSMENT

As part of treatment, your clinician will complete an assessment of your behavioral health needs and may establish a diagnosis or clinical impression when clinically appropriate.

For clients using health insurance, a diagnosis is generally required for insurance billing and may be disclosed to the insurance payer as necessary for claims processing, authorization, medical-necessity review, payment, or other permitted healthcare activities.

Diagnosis also assists clinicians with treatment planning, identification of appropriate interventions, and ongoing assessment of clinical needs.

Diagnoses and clinical impressions are based upon the clinician's professional assessment and may incorporate information obtained through clinical interviews, behavioral health assessments, client self-report, observation, measurement tools, questionnaires, available records, and other clinically relevant information.

A diagnosis may be revised when additional information becomes available or when clinically appropriate.

Clinical diagnoses and impressions are based upon professional judgment and applicable diagnostic criteria. A clinician cannot assign, remove, or alter a diagnosis solely because a client desires or does not desire a particular diagnosis.

An adequate assessment requires sufficient information to support appropriate clinical conclusions. If an assessment cannot be completed, your clinician will discuss appropriate next steps, which may include additional assessment, another appointment, referral, or other clinically appropriate recommendations.

CLIENT RECORDS & CONFIDENTIALITY

Information disclosed during treatment and information contained within your clinical record are generally confidential and will not be disclosed without your written authorization except when disclosure is permitted or required by applicable federal or state law.

Additional information regarding the use and disclosure of your Protected Health Information is provided in Dynamis Counseling's Notice of Privacy Practices.

ACCESS TO RECORDS

You have rights regarding access to your health information as provided by applicable federal and Arizona law.

Requests for records may be submitted to Dynamis Counseling using the practice's records-request process. Dynamis Counseling may ask you to complete a written Records Request form so that we can identify the information requested, your preferred format, and where the information should be sent.

Your clinician may discuss a records request with you when clinically appropriate, particularly when reviewing the records together may assist you in understanding the information contained within them. However, your legal right to access records is not dependent upon attending an additional psychotherapy session.

Requests will be processed within the timeframes required by applicable law. Access may be limited or denied only when permitted by applicable law. Certain information, including psychotherapy notes as specifically defined by HIPAA, may be subject to different access requirements.

LIMITATIONS OF CONFIDENTIALITY

There are circumstances in which your clinician or Dynamis Counseling may be required or permitted to disclose information without your authorization. These circumstances may include, but are not limited to:

1. When there is a serious or imminent concern regarding your safety or the safety of another person and disclosure is permitted or required by applicable law.
2. When there is reasonable suspicion or reasonable grounds to believe that a child has been or may be the victim of abuse, neglect, or another condition that requires reporting under applicable law.
3. When there is reasonable suspicion or reasonable grounds to believe that a vulnerable or incapacitated adult has been or may be the victim of abuse, neglect, exploitation, or another condition that requires reporting under applicable law.
4. When disclosure is required or authorized pursuant to a valid court order or other lawful legal process. Receipt of a subpoena or request for records does not necessarily mean that your complete clinical record will automatically be released. Dynamis Counseling will respond to legal requests in accordance with applicable federal and Arizona law.
5. When disclosure is required for legally authorized licensing, regulatory, health oversight, or governmental activities.

6. When disclosure is otherwise specifically required or permitted by applicable federal or state law.

When disclosure without your authorization is necessary, Dynamis Counseling will make reasonable efforts to disclose only the information appropriate to the circumstances, consistent with applicable legal and ethical requirements.

CONSULTATION AND CLINICAL SUPERVISION

To provide appropriate clinical care, your clinician may consult with other qualified professionals when permitted by law and professional standards.

Dynamis Counseling also provides clinical supervision to certain clinicians. If your clinician practices under supervision, information relevant to your treatment may be reviewed with an authorized clinical supervisor as part of the supervisory process.

Reasonable efforts will be made to protect your privacy during consultation and supervision, and information will be limited as appropriate to the clinical or supervisory purpose.

ENCOUNTERS OUTSIDE OF THERAPY

If your clinician or another Dynamis Counseling representative encounters you unexpectedly outside of the therapeutic setting, we will generally not acknowledge you first.

This is intended to protect your confidentiality and does not indicate that your clinician does not recognize you or is intentionally ignoring you.

You are welcome to acknowledge your clinician if you choose. Your clinician may respond briefly but will generally avoid discussing treatment, the therapeutic relationship, or confidential information in a public setting.

FEES AND FINANCIAL POLICIES

You have the right to receive information regarding applicable fees and financial policies.

Dynamis Counseling requires clients or their financially responsible party to review and agree to the practice's Financial and Payment Policy. Clients using health insurance are also provided information regarding verification of insurance benefits and estimated versus final patient financial responsibility.

Please retain or access these documents for your records and contact our administrative or billing team if you have questions regarding fees or your account.

TELEHEALTH

Telehealth is a method of delivering healthcare services, including psychotherapy, through electronic communication technologies. Telehealth may be used for assessment, consultation, treatment, care management, education, and other appropriate behavioral health services.

You have confidentiality protections during telehealth services consistent with applicable laws governing behavioral health information and psychotherapy.

Neither the client nor clinician may audio record, video record, photograph, livestream, transcribe, or otherwise electronically capture a session without the prior knowledge and agreement of the other party and any authorization required by applicable law or professional standards.

Telehealth offers potential benefits, including increased accessibility, convenience, flexibility, continuity of care, and reduced travel.

Telehealth also involves potential risks and limitations. These may include technical failures; interruption or distortion of audio or video; unauthorized access to electronic communications or stored information; limitations in the clinician's ability to observe certain information that may be apparent during an in-person encounter; and the possibility that another person could overhear the session.

You are responsible for making reasonable efforts to participate in telehealth from a private, safe location that is reasonably free from distractions and interruptions. Telehealth sessions should not be attended while driving or engaging in another activity that creates a safety concern.

Your clinician may verify your identity and current physical location at the beginning of a telehealth encounter and may request information necessary to identify appropriate emergency resources.

You must inform your clinician if you are physically located outside Arizona at the time of a telehealth appointment. Your clinician may be unable to provide services if the clinician is not legally authorized to practice in the jurisdiction where you are physically located.

If technology fails during a telehealth appointment, your clinician may attempt to reconnect, contact you using an agreed-upon method, reschedule the appointment, or take other clinically appropriate action.

Telehealth may not be appropriate for every client or every clinical situation. If your clinician determines that telehealth is not clinically appropriate or that you would be better served through in-person treatment or another level or type of care, your clinician will discuss appropriate recommendations with you.

You may discuss concerns about telehealth or request in-person services when available and clinically appropriate.

ACKNOWLEDGMENT AND CONSENT

By electronically signing this document, I acknowledge that:

• I have read and understand this Informed Consent for Psychotherapy.

• I have had the opportunity to ask questions regarding the information contained in this document.

• I understand the general purpose, potential benefits, risks, and limitations of psychotherapy.

• I understand my right to participate in treatment decisions and to refuse or discontinue treatment, subject to any applicable legal requirements.

• I understand that my health information is generally confidential and that there are legal and ethical limitations to confidentiality.

• I understand the general nature, benefits, risks, and limitations of telehealth services.

• I understand that additional policies regarding privacy, fees, insurance, scheduling, communication, and other practice matters are contained in Dynamis Counseling's other practice documents.

By signing below, I voluntarily consent to behavioral health assessment, psychotherapy, and other clinically appropriate behavioral health services provided by Dynamis Counseling, LLC and my treating clinician.

BY SIGNING BELOW, I ACKNOWLEDGE THAT I HAVE READ, UNDERSTAND, AND CONSENT TO THE TERMS DESCRIBED IN THIS INFORMED CONSENT FOR PSYCHOTHERAPY.