



RISE AND RENEW WELLNESS INFORMED CONSENT FOR PSYCHOTHERAPY, PRACTICE, AND PRIVACY POLICIES

About your Provider

Kelly Gutowski is a Licensed Clinical Social Worker who is licensed to provide behavioral health psychotherapy in the state of Arizona.

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.

Local Emergency Contacts

If you are experiencing a mental health emergency, please call 911, visit your nearest emergency room, or call 988 for the mental health hotline. You can also visit Mind 24-7 or call them at 1-844-MIND247.

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:

- If a client threatens or attempts to commit suicide or otherwise conducts themselves in a manner in which there is a substantial risk of incurring serious bodily harm.
- If a client threatens grave bodily harm or death to another person.
- 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.
- Suspicions as stated above in the case of an elderly person who may be subjected to these abuses.
- Suspected neglect of the parties named in items #3 and #4.
- If a court of law issues a legitimate subpoena for information stated on the subpoena.
- 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.

Professional Nature of the Therapeutic Relationship

The relationship between you and your provider is strictly professional. It is focused on your well-being and therapeutic goals. Any non-therapeutic relationships or conduct is unethical and will not be pursued.

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.

Purpose of Treatment

The purpose of behavioral health counseling is to help you address personal, relational, or mental health challenges and to work toward your identified goals. The specific goals for your treatment will be discussed and agreed upon by both you and your provider.

General Procedures, Benefits, Limitations, and Risks

- **Procedures:** Your provider will use various evidence-based, trauma-informed therapeutic techniques and interventions, which may include talk therapy,

cognitive-behavioral strategies, EMDR (Eye Movement Desensitization and Reprocessing), and mindfulness practices, tailored to your individual needs and goals.

- **Benefits:** Potential benefits of counseling include improved coping skills, greater self-awareness, healthier relationships, symptom reduction, and achieving a more satisfying quality of life.
- **Limitations:** Counseling is a collaborative process and its success depends on your active participation and commitment. While a provider can offer guidance and support, they cannot guarantee specific outcomes.
- **Potential Risks:** The process may sometimes involve discussing difficult or painful feelings, which can cause emotional discomfort. It may also lead to changes in relationships or life situations that, while potentially beneficial in the long run, can be challenging in the short term.

Supervision and Professional Involvement

Your provider may be a member of a professional treatment team or may receive clinical supervision to ensure the highest quality of care. In such cases, your personal information may be discussed with other qualified professionals, all of whom are bound by the same standards of confidentiality. Your identity will be protected during these consultations.

Access to Client Records

You have a right to access your client record. You may request a copy of your record at any time. Your provider will provide access to your record or a summary of it within a reasonable time, unless there is a specific legal or ethical reason to withhold it.

Participation in Treatment Decisions

You have the right to be a full and active participant in all decisions regarding your treatment. This includes the right to contribute to the development, review, and revision of your treatment plan. Your treatment plan will outline your goals, the methods to be used, and the expected duration of treatment.

Right to Refuse or Withdraw Consent

You have the right to refuse any recommended treatment or intervention at any time. You also have the right to withdraw your consent to treatment and terminate our professional relationship. If you refuse treatment or withdraw consent, your provider will discuss the potential consequences of that decision with you.

Fees, Refund, and Collection Policies

You will be informed of all fees for services, including co-pays, deductibles, or any other costs. Please inquire about our specific refund and collection policies, which will be provided to you upon request.

Use of AI or Human Simulation Modalities

I understand that counseling services are conducted directly by a human professional. The use of artificial intelligence (AI) tools, note-taking software, or clinical documentation assistants is governed by a separate, dedicated AI Consent Addendum, which will be provided for explicit discussion and signature prior to any implementation.

Rise and Renew Wellness Notice of Practice Policies

PRACTICE POLICIES

APPOINTMENTS AND CANCELLATIONS

Please remember to cancel or reschedule 24 hours in advance. You will be responsible for the entire fee if cancellation is less than 24 hours.

The standard meeting time for psychotherapy is 45-60 minutes. It is up to you, however, to determine the length of time of your sessions. Requests to change the scheduled session time needs to be discussed with the therapist in order for time to be scheduled in advance.

Cancellations and re-scheduled sessions will be subject to a full charge if NOT RECEIVED AT LEAST 24 HOURS IN ADVANCE. This is necessary because a time commitment is made to you and is held exclusively for you. If you are late for a session, you may lose some of that session time.

TELEPHONE ACCESSIBILITY

If you need to contact me between sessions, please leave a message on my voice mail. I am often not immediately available; however, I will attempt to return your call within 24 hours. Please note that Telehealth Face-to-face sessions are highly preferable to phone sessions. However, in the event that you are out of town, sick or need additional support, phone sessions are available. If a true emergency situation arises, please call 911 or any local emergency room.

SOCIAL MEDIA AND TELECOMMUNICATION

Due to the importance of your confidentiality and the importance of minimizing dual relationships, I do not accept friend or contact requests from current or former clients on any social networking site (Facebook, LinkedIn, etc.). I believe that adding clients as friends or contacts on these sites can compromise your confidentiality and our respective privacy. It may also blur the boundaries of our therapeutic relationship. If you have questions about this, please bring them up when we meet and we can talk more about it.

ELECTRONIC COMMUNICATION & TELEHEALTH STATUTORY NOTICES

I cannot ensure the confidentiality of any form of communication through electronic media, including text messages. If you prefer to communicate via email or text messaging for issues regarding scheduling or cancellations, I will do so. While I may try to return messages in a timely manner, I cannot guarantee immediate response and request that you do not use these methods of communication to discuss therapeutic content and/or request assistance for emergencies.

Services delivered by electronic means (telehealth/telemedicine)—including telephone communication, internet platforms, secure video, and email—are subject to state specific regulatory statutes, including Arizona Telehealth Law (A.R.S. § 36-3602) and the California Telemedicine Act of 1996. If you and your therapist choose to use information technology for some or all of your treatment, you understand and acknowledge that:

1. You retain the option to withhold or withdraw consent at any time without affecting the right to future care or treatment or risking the loss or withdrawal of any program benefits to which you would otherwise be entitled.
2. All existing confidentiality protections established under federal and state law apply equally to telehealth services.
3. Your access to all medical information transmitted during a telemedicine/telehealth consultation is guaranteed, and copies of this information are available for a reasonable fee in accordance with state guidelines.
4. Dissemination of any of your identifiable images or information from the telemedicine/telehealth interaction to researchers or other entities shall not occur without your explicit consent.
5. There are potential risks, consequences, and benefits of telehealth. Potential benefits include improved communication capabilities, convenient access to up-to-date information, support, reduced costs, improved access to care, better continuity of care, and reduction of lost work time and travel costs. Effective therapy is often facilitated when the therapist gathers within a session or series of sessions a multitude of observations, information, and experiences about the client. When using information technology in therapy services, potential risks include the therapist's inability to make visual and olfactory observations of clinically relevant issues such as: physical condition (including deformities, height/weight, gait, posture, body language, or medical conditions such as bruises or injuries), basic grooming and hygiene, and subtle non-verbal cues. Potential consequences include the therapist not being aware of important information that you may not recognize as significant to present verbally.

MINORS

If you are a minor, your parents may be legally entitled to some information about your therapy. I will discuss with you and your parents what information is appropriate for them to receive and which issues are more appropriately kept confidential.

TERMINATION

Ending relationships can be difficult. Therefore, it is important to have a termination process in order to achieve some closure. The appropriate length of the termination depends on the length and intensity of the treatment. I may terminate treatment after appropriate discussion with you and a termination process if I determine that the psychotherapy is not being effectively used or if you are in default on payment. I will not terminate the therapeutic relationship without first discussing and exploring the reasons and purpose of terminating. If therapy is terminated for any reason or you request another therapist, I will provide you with a list of qualified psychotherapists to treat you. You may also choose someone on your own or from another referral source.

Should you fail to schedule an appointment for an extended period of time, unless other arrangements have been made in advance, for legal and ethical reasons, I must consider the professional relationship discontinued.

Rise and Renew Wellness Notice of Privacy Practices

EFFECTIVE DATE: April 9, 2026

THIS NOTICE DESCRIBES HOW HEALTH INFORMATION MAY BE USED AND DISCLOSED AND HOW YOU CAN GET ACCESS TO THIS INFORMATION. PLEASE REVIEW IT CAREFULLY.

I. MY PLEDGE REGARDING HEALTH INFORMATION

I understand that health information about you and your health care is personal. I am committed to protecting it. I create a record of the care and services you receive at Rise and Renew Wellness to provide quality care and comply with legal requirements. I am required by law to:

- Maintain the privacy of your Protected Health Information ("PHI").
- Provide you with this notice of my legal duties and privacy practices.
- Notify you in the event of a breach of your unsecured PHI.
- Follow the terms of the notice currently in effect.

II. HOW I MAY USE AND DISCLOSE HEALTH INFORMATION

I may use and disclose your PHI for the following purposes without your written authorization:

- **Treatment, Payment, and Health Care Operations:** I may use your PHI to provide clinical treatment, coordinate care with other providers, and manage business operations (such as audits or legal services).
- **Lawsuits and Disputes:** If you are involved in a lawsuit, I may disclose PHI in response to a court or administrative order, or a lawful subpoena (provided efforts have been made to notify you).
- **Public Health and Safety:** I may disclose PHI to report suspected child, elder, or dependent adult abuse, or to prevent a serious threat to anyone's health or safety.

- **Workers' Compensation:** I may provide PHI to comply with workers' compensation laws.

III. SPECIAL PROTECTIONS & 2026 UPDATES

- **Psychotherapy Notes:** I keep "psychotherapy notes" (separate from your medical record). Use or disclosure of these notes requires your specific authorization except for treatment, training, or defending myself in legal proceedings.
- **Substance Use Disorder (SUD) Records:** Per 2026 federal updates (42 CFR Part 2), if your records contain SUD information, they cannot be used in any civil, criminal, administrative, or legislative proceedings against you without your express written consent or a specific court order.
- **Marketing & Sale of PHI:** I will never sell your PHI or use it for marketing purposes.

IV. YOUR RIGHTS REGARDING YOUR PHI

- **Right to Inspect and Copy:** You have the right to get an electronic or paper copy of your medical record. Per Arizona law, I may provide a summary if I determine the full record would be harmful to you. If I deny access, you have the right to have that denial reviewed.
- **Right to Request Restrictions:** You can ask me not to use or disclose certain PHI for treatment or operations. Note: If you pay for a service out-of-pocket in full, you have the right to restrict disclosures of that information to your health plan.
- **Right to Correct/Update:** If you believe there is a mistake in your PHI, you may request a correction. I will respond within 60 days.
- **Right to an Accounting of Disclosures:** You can request a list of instances in which I have disclosed your PHI for purposes other than treatment, payment, or operations over the last six years.

V. SUPPLEMENTAL BILLING & DATA DISCLOSURE (HEADWAY & SIMPLEPRACTICE)

To provide a seamless insurance experience, Rise and Renew Wellness utilizes Headway for billing and credentialing.

1. **Headway (Insurance Billing & Documentation):** If you use health insurance, your claim processing, co-pay collections, and deductible tracking are managed through Headway. To process claims and satisfy insurer requirements for reimbursement and audits, minimum necessary clinical information—which may include diagnoses, treatment plans, date/length of sessions, and session progress notes—is maintained and transmitted through Headway's secure portal.
2. **SimplePractice (Primary Clinical Records):** SimplePractice serves as the primary Electronic Health Record (EHR) for this practice. Your complete clinical file, including comprehensive intake assessments, detailed therapy notes, and formal treatment plans, is securely stored within SimplePractice.

VI. COMPLAINTS & CONTACT

If you believe your privacy rights have been violated, you may file a complaint with me or the Secretary of the Department of Health and Human Services. You will not be penalized for filing a complaint.

- **To File with the Practice:**
Rise and Renew Wellness / Kelly Gutowski, LCSW
20118 N 67th Ave Ste 300-193, Glendale, Arizona, 85308
Phone: 480-974-9251
- **To File with the Arizona Board:**
Arizona Board of Behavioral Health Examiners (AZBBHE)
1740 West Adams Street, Suite 3600, Phoenix, AZ 85007
- **To File with the Federal Government:**
Centralized Case Management Operations, U.S. Dept. of Health and Human Services
200 Independence Avenue, S.W., Room 509F HHH Bldg., Washington, D.C. 20201

VII. ACKNOWLEDGEMENT OF RECEIPT

By signing below, I acknowledge that I have received, read, and understood the Rise and Renew Wellness Notice of Privacy Practices and the Supplemental Disclosure regarding Headway and SimplePractice, Practice Policies, and am providing Informed Consent for services.

I have read and understand the information provided in this document. I have had the opportunity to ask questions and have my questions answered to my satisfaction. I consent to behavioral health counseling under the terms described.

BY SIGNING BELOW I AM AGREEING THAT I HAVE READ, UNDERSTOOD AND AGREE TO THE ITEMS CONTAINED IN THIS DOCUMENT.