

INFORMED CONSENT FOR COUPLE'S COUNSELING

AGREEMENT FOR SERVICE / INFORMED CONSENT This Agreement is intended to provide _____ and _____ (herein "Client") with important information regarding the practices, policies and procedures of Genardo Mental Health Counseling P.C. (herein "Therapist) and to clarify the terms of the professional therapeutic relationship between Therapist and Client prior to beginning therapy.

Couples Counseling

The unit of treatment served will be the couple. What this means is that rather than either individual within the couple being the unit of treatment, it is the relationship that takes precedence. At times individual therapy might be a useful or necessary adjunct to couples counseling in order that each individual work through his/her own specific challenges. Therapist can help to refer individuals within the couple to other therapists for individual therapy if desired. Each member of the couple understands that the true Client for the purposes of treatment is the relationship.

Risks and Benefits of Therapy

Psychotherapy is a process in which Therapist and Client discuss a myriad of issues, events, experiences and memories for the purpose of creating positive change so the relationship might be experienced more functionally and fully. It provides an opportunity to better, and more deeply understand oneself, one's partner, and the dysfunctional patterns that might be altered in the relationship. Psychotherapy is a joint effort between Clients and Therapist. Progress and success may vary depending upon the particular problems or issues being addressed, as well as many other factors.

Participating in therapy may also involve some discomfort, including remembering and discussing unpleasant events, feelings and experiences. The process may evoke strong feelings of sadness, anger, fear, etc. There may be times in which Therapist will challenge Client's perceptions and assumptions, and offer different perspectives. Therapy does not in any way guarantee that a couple will remain together. In fact, therapy may illuminate for members of the couple that the best course of action is to separate. In such cases therapy can offer the opportunity for that separation to be amicable and functional. Client should be aware that any decision on the status of his/her personal relationships is the responsibility of Client.

During the therapeutic process, many Clients find that their relationship gets worse before they feel better. This is generally a normal course of events. Personal growth and change may be easy and swift at times, but may also be slow and frustrating. Client should address any concerns he/she has regarding his/her progress in therapy with Therapist.

Couple's Counseling Teletherapy

I understand that couple's counseling conducted online is technical in nature and that problems may occasionally occur with internet connectivity. Difficulties with hardware, software, equipment, and/or services supplied by a 3rd party may result in service interruptions. Any problems with internet availability or connectivity are outside the control of the therapist and the therapist makes no guarantee that such services will be available or work as expected. If something occurs to prevent or disrupt any scheduled appointment due to technical complications and the session cannot be completed via online video conferencing, I agree to call my therapist back at: (607) 287-0058.

I AGREE TO TAKE FULL RESPONSIBILITY FOR THE SECURITY OF ANY COMMUNICATIONS OR TREATMENT ON MY OWN COMPUTER AND IN MY OWN PHYSICAL LOCATION.

I understand I am solely responsible for maintaining the strict confidentiality of my user ID and password and not allow another person to use my user ID to access the Services. I also understand that I am responsible for using this technology in a secure and private location so that others cannot hear my conversation. I understand that there will be no recording of any of the on-line sessions and that all information disclosed within sessions and the written records pertaining to those sessions are confidential and may not be revealed to anyone without mine and each member of the group's written permission, except where disclosure is required by law.

Limits To Couple's Counseling Teletherapy I understand that tele-therapy is not appropriate nor a substitute for in-person therapy during crisis situations (i.e. suicidal ideation). Genardo Mental Health Counseling P.C. requires emergency contact information for all tele-therapy clients and parents to minor patients. Therapists at Genardo Mental Health Counseling P.C. are only licensed to perform services in the State of New York; therefore, tele-therapy is not suitable for long-term treatment with clients outside of New York.

I voluntarily agree to receive on-line therapy services for continued care, treatment, or other services and authorize therapists at Genardo Mental Health Counseling P.C. to provide such care, treatment, or services as are considered necessary and advisable. I understand and agree that I will participate in the planning of my care, treatment, or services, and that I may withdraw consent for these services at any time. By signing this Informed Consent, I, the undersigned client, acknowledge that I have both read and understood all the terms and information contained herein. Ample opportunity has been offered to me to ask questions and seek clarification of anything.

Professional Consultation

Professional consultation is an important component of a healthy psychotherapy practice. As such, Therapist regularly participates in clinical, ethical, and legal consultation with appropriate professionals. During such consultations, Therapist will not reveal any personally identifying information regarding Client.

Therapeutic Relationship

As professionals, we will use our best knowledge and skills to help you. This includes following the standards of the American Psychological Association (APA). In your best interests, the APA puts limits on the relationship between a therapist and a client, and I will abide by these. Let me explain these limits, so you will not think they are personal responses to you. If we meet on the street or socially, I may not say hello or talk to you very much. My behavior will not be a personal reaction to you, but a way to maintain the confidentiality of our relationship. I can only be your therapist. I cannot have any other role in your life. I cannot, now or ever, be a close friend to or socialize with any of my clients. I cannot be a therapist to someone who is already a friend. I can never have a sexual or romantic relationship with any client during or after the course of therapy. I cannot have a business relationship with any of my clients, other than the therapy relationship. While I would appreciate any referrals, it would be a conflict of interest for me to also be a therapist to anyone else who you are close with. In these situations, we would be glad to arrange another referral within or outside of the practice.

We do not discriminate against clients because of age, sex, marital/family status, race, color, religious beliefs, ethnic origin, place of residence, veteran status, physical disability, health status, personal identity, sexual orientation, or criminal record (unrelated to present dangerousness). We will always take steps to advance and support the values of equal opportunity, human dignity, and racial/ethnic/cultural diversity.

Records and Record Keeping

Therapist may take notes during session and will also produce other notes and records regarding Client's treatment. These notes constitute Therapist's clinical and business records, which by law, Therapist is required to maintain. Such records are the sole property of Therapist. Therapist will not alter his/her normal record keeping process at the request of any Client. Should Client request a copy of Therapist's records, such a request must be made in writing. Therapist reserves the right, under law, to provide Client with a treatment summary in lieu of actual records. Therapist also reserves the right to refuse to produce a copy of the record under certain circumstances, but may, as requested, provide a copy of the record to another treating health care provider. Therapist will maintain Client's records for ten years following termination of therapy. However, after ten years, Client's records will be destroyed in a manner that preserves Client's confidentiality.

Audio and/or Video Taping of Session

It is often useful to audio and/or videotape sessions both to ensure that Therapist is able to discover additional nuances of the session and for consultation purposes. Moreover, in some cases, such recordings might aid in the therapeutic process itself by allowing Clients to audit behaviors, tones, and information that they otherwise would be unaware of. Client reserves the right at any time to refuse audio and/or video recording during any and all sessions. In such cases where Client prefers not to be recorded, Client should request this at the beginning of the session. Of course, should Client decide after the session has begun, Client still reserves the right to subsequently end the recording of the session. In any case, all recordings will be confidential as with any written records per the Confidentiality clause above. Recordings will be kept in password protected format and will be destroyed once the usefulness of the recording has expired (in general approximately 1 to 3 weeks).

Appointments and Cancellations

Keeping your scheduled appointments is an investment into you or your children and family's personal treatment and recovery. When you make an appointment with Genardo Mental Health Counseling P.C. you are asking a professional to hold a specific block of time for you. In order to efficiently serve the community, Genardo Mental Health Counseling P.C. has instituted a 24-hour notification for canceling an appointment. For couple's counseling to work effectively, it is important that you attend all scheduled sessions and be on time. If you decide to discontinue the group, we ask that you come to one more session to let the group know and say "goodbye."

Emergency cancellations are assessed by the clinician to waive fees when appropriate. If you must cancel a scheduled appointment, please do so at least 24- hours in advance (This can be done on the days the office is closed, eg. days following holidays). Failure to give the proper 24-hour notice will result in a billing you directly for the missed appointment, your insurance cannot be billed for services that are not rendered.

Confidentiality

All aspects of your treatment are confidential. We will need your written permission if you wish us to discuss your treatment with anyone else. Without your written permission, I cannot reveal any information about you or your treatment. Even the fact that you are a client in our practice is protected by confidentiality. Confidentiality is strongly encouraged among group members. Issues discussed in group therapy are not to be discussed elsewhere even if group members live in the same setting. Each group member has a personal responsibility to keep their fellow group members' information private while being able to tell their personal stories to whomever they wish. It is impossible for clinicians to keep other group members from discussing group topic and sharing information from the group or about other participants in the group; therefore, clinicians cannot guarantee and are not responsible for group members who do not adhere to confidentiality of the group members.

Clients under the legal age of consent, 18, are still protected by a confidentiality clause. This is sometimes disconcerting to parents because they want to protect their child and be informed about their well-being. If at any time your child presents with an issue that indicates he/she is a danger to self or others, parent(s) will be immediately notified and included in the treatment to keep the child safe.

In order to maintain the safety of the environment for the client, parent(s) will only be informed about the intricacies of the sessions with their child's consent. The exception is in the case that danger to self or others is discovered. However, there are three important exceptions to confidentiality protections.

Exceptions to Confidentiality

1. If the therapist believes, in their professional opinion, that you are an imminent danger to yourself or to someone else, then we must attempt to ensure the physical safety of those involved, even if this means breaking confidentiality.
2. If you give us information pertaining to the abuse or neglect of a child, an elderly person, or a disabled person, past or present, and the victim is identified, we are required to report this

information to the local authorities, even without your permission. We are required to report even a suspicion of such abuse to the local authorities.

3. We may also be required to discuss aspects of your treatment without your permission if we are subpoenaed or court-ordered to do so. These situations rarely occur. If a similar situation occurs, we will make every effort to fully discuss it with you before taking any action.

Fees

Our private pay fee for couple's counseling services is \$170 per couple's counseling session. In addition to weekly appointments, we charge \$125 per hour for other professional services you may need; however, we charge on a sliding scale to meet your financial needs, so your hourly rates may be lower. We will break down the hourly cost if we work for periods of less than 60 minutes.

Billing and Payment

You will be expected to pay for each session at the time it is held, unless we agree otherwise. We accept cash, checks, and all major credit cards. If your account has not been paid for more than 60 days and arrangements for payment have not been agreed upon, we have the option of using legal means to secure the payment. This may involve hiring a collection agency, and this could affect your credit. If such legal action is necessary, its costs will be included in the claim. There will be a \$35 charge for the return of a check from the bank due to insufficient funds. We are glad to give you a receipt to document your health spending for an FSA plan.

Insurance

Therapist is not a contracted provider with any insurance company, managed care organization. Should Client choose to use his/her insurance, Therapist will provide Client with a statement, which Client can submit to the third-party of his/her choice to seek reimbursement of fees already paid. Client should note, however, that while therapy is often reimbursable by Health Spending Accounts, that many insurance carriers do not reimburse for therapy conducted by Interns. Client should check with his insurance carrier in order to ascertain whether services are, in fact, reimbursable.

Contacting Your Provider

We are not often available immediately by telephone. Email is the quickest way to reach your clinician. If you would like to speak on the phone you may leave a message with one of the clinicians on the confidential voicemail. We will make every effort to return your call within 48 hours, with the exception of holidays.

Emergencies

In the event of a psychiatric emergency, please call 911 or go to the nearest emergency room and ask to be evaluated by a psychologist or psychiatrist on call. The National Suicide Prevention Lifeline is also available 24 hours a day, 7 days a week by calling: 988.

Forensic and Litigation Services

It is the stated philosophy of this practice that we do not participate in lawsuits of any type on a Plaintiff's behalf, unless compelled to do so by subpoena or court order. If you become involved in legal proceedings that require our participation, you will be expected to pay for all of our professional time, including preparation, depositions, telephone time, transportation costs, court appearance, report writing, consultation and supervision, even if we are called to testify by another party. Because of the complexity of legal involvement, we charge \$250 per hour for preparation and attendance at any legal proceeding.

The information disclosed by Client is generally confidential and will not be released to any third party without written authorization from Client, except where required or permitted by law. Exceptions to confidentiality, include, but are not limited to, reporting child, elder and dependent adult abuse, when a Client makes a serious threat of violence towards a reasonably identifiable victim, or when a Client is dangerous to him/herself or the person or property of another. Should Therapist be served with a court order for Client's records, Therapist will make all efforts to protect Client's information, but should the courts demand these records, Therapist is obligated to comply.

Client Litigation

Therapist will not voluntarily participate in any litigation, or custody dispute in which Client and another individual, or entity, are parties. Therapist has a policy of not communicating with Client's attorney and will generally not write or sign letters, reports, declarations, or affidavits to be used in Client's legal matter. Therapist will generally not provide records or testimony unless compelled to do so. Should Therapist be subpoenaed, or ordered by a court of law, to appear as a witness in an action involving Client, Client agrees to reimburse Therapist for any time spent for preparation, travel, or other time in which Therapist has made him/herself available for such an appearance at Therapist's usual and customary session rate of \$350 an hour.

Termination of Therapy

Therapist reserves the right to terminate therapy at his/her discretion. Reasons for termination include, but are not limited to, untimely payment of fees, failure to comply with treatment recommendations, conflicts of interest, failure to participate in therapy, Client needs are outside of Therapist's scope of competence or practice, or Client is not making adequate progress in therapy. Client has the right to terminate therapy at his/her discretion. Upon either party's decision to terminate therapy, Therapist will generally recommend that Client participate in at least one, or possibly more, termination sessions. These sessions are intended to facilitate a positive termination experience and give both parties an opportunity to reflect on the work that has been done. Therapist will also attempt to ensure a smooth transition to another therapist by offering referrals to Client.

Communication

Please note that while I use every precaution on my end to safeguard your information and identity, currently texts and emails from therapy@genardocounseling.com, while made from password protected tools, are not currently considered HIPA compliant. All scheduling texts and information through the Client Portal are considered HIPA compliant from my end, however, individuals having

access to your email or phone may see these messages. If you have concerns with me communicating to you with any of the following methods, please let your therapist know.

I would like to receive appointment reminder texts: ___ Yes ___ No

I would like to receive appointment reminder emails: ___ Yes ___ No

My therapist may call me at my home. My home phone number is: _____ Message Ok? |

My therapist may call me on my cell phone. My cell phone number is: _____ Message Ok?

My therapist may call me at work. My work phone number is: _____ Message Ok?

My therapist may send me text other than scheduling texts. ___ Yes ___ No

(I understand that e-mail made outside of the scheduling and client portals is not a completely private form of communication). _____ initial

(I understand that e-mail made outside of the scheduling and client portals is not a completely private form of communication). _____ initial

My therapist may send a fax to me. My fax number is: ___ Yes ___ No
Fax# _____

In case of emergency, I prefer my therapist contact (Name) _____ at
(Phone) _____ .

Social Media Policy

Social Media is a fantastic tool to help people get informed and engaged. I use social media for my practice and in an effort to be completely transparent with you, I have created a social media policy so you understand how I use social media in my practice and how it could impact you and our relationship. If you have any questions about my policy, I encourage you to bring them up when we meet. Social media is also constantly changing and there may be times when I need to update this policy. If I do so, I will post the policy online and inform you of the changes in our session. The basis for this policy is to truly protect our relationship and your confidentiality in session. Let's talk about confidentiality for a moment. You are the person that can decide what you want to keep confidential. I must keep my relationship with you completely confidential except in cases of where you might harm yourself or others (see informed consent for details). Thus, if you post on my page, you are opening up the possibility of people inferring about our relationship or asking you about your connection to me. You get to decide what you tell people. You have a choice as to what you reveal about yourself online, however I will not reveal my connection to you. This is how I handle different social media options:

FRIENDING: To respect your privacy and confidentiality, I do not accept friend requests on my personal Facebook page from current or former clients on any social networking site.

FANNING: You may “like” my Facebook business page. However, the information on my Facebook page is often on my website as well. If you “like” my page, you are choosing to reveal that you are connected to me in some way. My business page exists to be a forum of information and inspiration. I will not engage in conversations with you on that page. However, if you find it helpful then that is great!

FOLLOWING: I sometimes publish a blog on my website, and I post psychology news on Twitter or Instagram. I have no expectation that clients will want to follow my blog or Twitter stream.. You are welcome to use your own discretion in choosing whether to follow me. Note that I will not follow you back. I mainly follow other health professionals on Twitter, and I do not follow current or former clients on blogs or Twitter. If there are things from your online life that you wish to share with me, please bring them into our sessions where we can view and explore them together, during the therapy hour.

INTERACTING: Please do not use messaging on Social Networking sites such as Twitter, Facebook, or LinkedIn to contact me. Also, if there were an emergency, I would not be able to respond timely as I do not check these accounts regularly. The best way to interact with me is by email or phone. If you post on my wall, it may also create the possibility that these exchanges become a part of your legal medical record and will need to be documented and archived in your chart.

USE OF SEARCH ENGINES: You may have a Facebook page, Instagram account or twitter accounts. I do not “google” my clients or look up information on them for any reason. I think it is important that I know you as you are in my office. If I do come across your information online, I will move on and avoid reading content.

BUSINESS REVIEW SITES: I do have a yelp page and other directory pages. Some of these sites include forums in which users rate their providers and add reviews. Many of these sites comb search engines for business listings and automatically add listings regardless of whether the business has added itself to the site. If you should find my listing on any of these sites, please know that my listing is NOT a request for a testimonial, rating, or endorsement from you as my client.

Of course, you have a right to express yourself on any site you wish. If you do post a review, I cannot respond on any of these sites whether it is positive or negative. I urge you to take your own privacy as seriously as I take my commitment of confidentiality to you. If we are working together, I hope that you will bring your feelings and reactions to our work directly into the therapy process. This can be an important part of therapy, even if you decide we are not a good fit. None of this is meant to keep you from sharing that you are in therapy with me wherever and with whomever you like. Confidentiality means that I cannot tell people that you are my client and my Ethics Code prohibits me from requesting testimonials. But you are more than welcome to tell anyone you wish that I’m your therapist or how you feel about the treatment I provided to you, in any forum of your choosing.

If you do choose to write something on a business review site, I hope you will keep in mind that you may be sharing personally revealing information in a public forum. I urge you to create a pseudonym

that is not linked to your regular email address or friend networks for your own privacy and protection.

Acknowledgement

By signing below, Client acknowledges that he/she has reviewed and fully understands the terms and conditions of this Agreement. Client has discussed such terms and conditions with Therapist and has had any questions with regard to its terms and conditions answered to Client’s satisfaction. Client agrees to abide by the terms and conditions of this Agreement and consents to participate in psychotherapy with Therapist. Moreover, Client agrees to hold Therapist free and harmless from any claims, demands, or suits for damages from any injury or complications whatsoever, save negligence, that may result from such treatment. I also understand that I am responsible to Therapist for all session charges and other charges as described above.

Client 1 Name (please print)

Signature of Client (or authorized representative)

Date

Client 2 Name (please print)

Signature of Client (or authorized representative)

Date

Therapist Signature

Date