
RESTORATION COUNSELING

of Rochester, pllc

INFORMED CONSENT

Welcome! My name is Joyce Wagner. I am a Licensed Clinical Social Worker in the State of New York (my license number is 076370); I also hold a Ph.D. in Counselor Education and Supervision. The name of this practice is Restoration Counseling of Rochester, pllc.

You have been given this document because soon you will be working through the counseling process. It's important for you to carefully read through the following information to help answer any questions/concerns you may have regarding services; I also need to know you understand and agree to the terms of these policies.

Your Privacy: Please refer to (and keep a copy of) my Notice of Privacy Practices (request if you don't have a copy).

The Counseling Process:

Most people seek counseling because they recognize they need some help in being able to face a certain challenge - or they find themselves stuck in a particular dilemma. The counseling process is designed to help individuals resolve their problems with some assistance. The process involves your active involvement as well as personal efforts to understand your thoughts, feelings and behaviors.

There are both benefits and risks associated with counseling and therapy. In addition to symptom reduction, potential benefits of psychotherapy include the improved ability to identify problematic areas, evaluate reasonable options and act in an honest manner. You may also learn important things about yourself, acquire helpful life management skills and integrate past and present learning toward higher functioning. Risks of the process, however, might include experiencing uncomfortable levels of feelings like sadness, guilt, anxiety, anger or frustration, or having difficulties with other people. Some changes may lead to what seems to be worsening circumstances or even losses (for example, counseling will not necessarily keep a marriage or dating relationship intact). While it is expected therapy will be helpful, there is no guarantee of any specific outcome; therefore, it is vital you discuss any questions or concerns about the treatment process with me during the therapy process.

Telehealth

Telehealth brings unique aspects to the counseling relationship. Please read through the following as I want you to understand each of the following before engaging in telehealth:

- I understand that I have the right to withdraw consent at any time without affecting my right to future care, services, or program benefits to which I would otherwise be entitled.
- I understand that there are risks, benefits, and consequences associated with tele-mental health, including but not limited to, disruption of transmission by technology failures, interruption and/or breaches of confidentiality by unauthorized persons, and/or limited ability to respond to emergencies.
- I understand that I may be reimbursed less by my insurance company by using tele-mental health.
- I understand that there will be no recording of any of the online sessions by either party. All information disclosed within sessions and written records pertaining to those sessions are confidential and may not be disclosed to anyone without written authorization, except where the disclosure is permitted and/or required by law.
- I understand that the privacy laws that protect the confidentiality of my protected health information (PHI) also apply to tele-mental health unless an exception to confidentiality applies (i.e., mandatory reporting of child, elder, or vulnerable adult abuse; danger to self or others; I raise mental/emotional health as an issue in a legal proceeding).
- I understand that if I am having suicidal or homicidal thoughts, actively experiencing psychotic symptoms or experiencing a mental health crisis that cannot be resolved remotely, it may be determined that tele-mental health services are not appropriate, and a higher level of care is required.
- I understand that during a tele-mental health session, we could encounter technical difficulties resulting in service interruptions. If this occurs, we will end and restart the session. If we are unable to reconnect within ten minutes, please call me at 585-733-9465 to discuss since we may have to re-schedule.

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- I understand that my therapist may need to contact my emergency contact and/or appropriate authorities in case of an emergency.

Appointments, Fees & Cancellations

The time spent in session will most often be limited to these private counseling sessions, which are typically ~53 minutes. Fees for individual and family sessions are \$185.00. Payment is expected at the time of your visit and can be made by cash, check or credit card. 24-hour cancellation notice is requested if you are unable to keep an appointment, this will permit me to reschedule your meeting promptly and will also allow for your vacated appointment to be used in a productive manner. If you do not provide me with at least 24-hours' notice in advance of your appointment, you are responsible for payment for the missed session. Please note, your insurance company will not pay for missed or cancelled sessions.

Good Faith Estimate

Due to the nature of psychotherapy, I am not able to predict a specific number of sessions and therefore cannot predict a total cost of services. The experience and length of time will be different for everyone. The cost of psychotherapy is based on a per session fee which is disclosed prior to your first appointment. You are welcome to structure your sessions in a way that is affordable to your budget. Most clients meet every other week. The average length of psychotherapy is 6 months, but again, is different for everyone. At times I do increase my rate to keep up with the cost-of-living increases. If the cost of sessions will increase while you are receiving services, you will receive advanced notice of a minimum of 30 days.

Medicare Opt-Out

For those clients eligible for Medicare please be aware, I have chosen to opt-out from Medicare. Because I have opted out of Medicare, Medicare limits do not apply to my charges for services. By entering into services with me you/your legal representative agree not to submit a claim to Medicare. Further you understand that Medigap or other supplemental plans may elect not to make pay for items or services not paid for by Medicare. The expiration date of my opt-out period is 11/3/2025.

Communication:

Email and Voicemail

- I prefer to keep the bulk of our communication face to face (whether in person or using tele-mental health to comply with HIPAA. I communicate with clients regarding routine matters over email (joyce@restorationcor.com) and voicemail (585-733-9465), the majority of questions and needs will be addressed in your next appointment.
- I only text with clients about very benign things (i.e., appointment times) because this medium is not HIPAA compliant.
- Email and voicemail communication can be easily misinterpreted due to lack of eye contact, vocal tone and attending to facial expressions of the parties involved. Therefore, I retain the exclusive right to decide what is and is not appropriate for, email or voicemail consultation and you must adhere to these boundaries if I choose to use these technologies with me.
- Understand, I may only check my email and voicemail, once each day during the business week, and less frequently on weekends. I will respond at my earliest convenience during business hours and will do my best to respond to time sensitive needs – however, I will not interrupt therapy appointments to respond to email or voicemail.
- Email and voicemail mediums are not appropriate for any sort of content related to therapy or crisis. If you are experiencing an emergency or crisis situation go to an emergency room or call 911 for emergency services.
- Understand, using any technology (i.e., email, voicemail) carries risks to the confidentiality and security of their contents. This could occur, among other causes, because of human error, network failure, Internet hacking or interception of the message by unauthorized parties. If using mail, voicemail, email presents a confidentiality problem for you, it is your responsibility to make alternative arrangements.
- Understand, emails and voicemails are part of the medical record and copies thereof may be retained for future use.
- Inform me if there if you do not wish to be contacted at a particular time, place (e.g., work), or by a particular means.

Social Media

- I do not communicate with clients through any social media platforms. If I discover I have accidentally established an online relationship with you (e.g., Facebook friend, LinkedIn connection), I will cancel that relationship. This is

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because these types of casual social contacts can create significant security risks for you and are in violation of the National Association for Social Workers Professional Code of Ethics.

- I do have a professional Facebook page, which can be accessed via my website. With this account, I can provide the community, including clients, direct links to books, services, search tools, programs and other resources. The main purpose behind this professional Facebook page is to offer resources, but not to interact with clients.
- If you have an online presence, there is a possibility you may encounter me by accident. If that occurs, please discuss it with me during our time together. I believe any communications with clients online have a high potential to compromise the professional relationship.

Web Searches

I have a website you are free to access (www.restorationcor.com). You are welcome to access and review the information I have on my website and, if you have questions about it, we should discuss this during your therapy sessions. I will not use web searches to gather information about you without your permission. I believe this violates your privacy rights; however, I understand you might choose to gather information about me in this way. In this day and age there is an incredible amount of information available about individuals on the internet, much of which may actually be known to that person and some of which may be inaccurate or unknown. If you encounter any information about me through web searches, or in any other fashion for that matter, please discuss this with me during our time together so we can discuss it and its potential impact on your treatment. Oftentimes, people will neglect to discuss this content due to discomfort or embarrassment and it is important to me to note I assume it is a possibility and am often navigating this within therapeutic relationships.

Online Reviews

Recently it has become fashionable for clients to review their health care provider on various websites. Mental health professionals cannot respond to such comments and related errors because of confidentiality restrictions. If you encounter such reviews of me, please share it with me so we can discuss it and its potential impact on your therapy. Please do not rate my work with you while we are in treatment together on any of these websites. It will compromise your confidentiality and has potential to damage our ability to work together. Alternatively, this information is preferred and welcomed within sessions so we can make sure you are satisfied with our work together. I am committed to our work together being productive and meeting your needs. Sometimes this is not possible and if that were to occur, I can assist you in providing referrals to colleagues that will be a good fit for the goal you are seeking.

Public Encounters: As a rule, I will not acknowledge you if we meet in a public setting, this is to protect your confidentiality. If you initiate contact with me, I'll briefly say hello. However, it is perfectly fine to say nothing at all; we can discuss the encounter more during your next counseling session.

Receiving Gifts: As a rule, I don't accept gifts from clients as it can add stress to the therapeutic relationship and hurt the therapeutic progress. Overall, exchanging gifts may also suggest or invite a change in the nature of the therapeutic relationship from a professional relationship to one that is more casual.

Minors and Confidentiality

Clients who are minors often need the same privacy and confidentiality in counseling as do adults. However, parents/legal guardians who provide authorization for their child's treatment are often involved in their treatment. Many parents/legal guardians realize that minors are more likely to open up in counseling and develop a better relationship with their therapist if there are clear limits on what is shared with parents/legal guardians. I make every effort to maintain necessary privacy in my therapeutic relationships with clients who are minors while keeping parents or guardians appropriately informed about the child's progress; this is in keeping with applicable state and federal laws.

If the parents of a minor-age client are estranged/divorced I require a copy of the court-decreed parenting agreement be on file. I will not see a minor if one parent is opposed to treatment. Parents should be aware, even non-custodial parents usually have the right to access a child's mental health records. Understand, I do not testify in any custody/parental alienation suits. Also, my client is your child, not the parents/guardians or any family members.

As a rule, I will also not engage in any type of physical contact with a client who is a minor. Sometimes, a handshake or hug is initiated by a client, in which case I reciprocate, please inform me if you have specific preferences about physical contact.

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Court

Although it is my goal to protect the confidentiality of your records, there may be times when disclosure of your records or testimony may be compelled by the law. In the event disclosure of your records or my testimony are requested by you or required by law, you will be responsible for and shall pay the costs involved. This includes my normal hourly rate for the preparation and production of records and double my hourly rate for court appearances (due to lost wages). Such payments must be made prior to the time of services rendered. I may require a deposit for anticipated court appearances and preparation.

Clinical Consultation

I reserve the right to consult with colleagues, my professional organization (NASW), my malpractice insurance and/or my attorney as warranted (i.e., cases involving subpoenas, court orders, releasing client’s records or other privileged information).

Your Satisfaction

It is my goal to provide services in a competent manner and consistent with accepted ethical and legal standards. While it is impossible to guarantee specific results regarding your counseling goals, we will work together to achieve the best possible results for you. However, at any time you are dissatisfied with the services, please let me know and I will make every effort to resolve your concerns. Should you be unable to resolve the matter I may direct you to another similar therapist in the Rochester area or request to use your work/school Employee Assistance program, if available.

Termination

The length of your treatment and the timing of the eventual termination of your treatment depend on the specifics of your treatment plan and the progress you achieve. It is a good idea to plan for your termination, in collaboration with me. I will discuss a plan for termination with you as you approach the completion of your treatment goals. You may discontinue therapy at any time. If you or I determine you are not benefiting from treatment, either of you may elect to initiate a discussion of your treatment alternatives. Treatment alternatives may include, among other possibilities, referral, changing your treatment plan, or terminating your therapy.

Your signature indicates that you have read this agreement for services carefully and understand its contents. Please ask me to address any questions or concerns that you have about this information before you sign.

Signature of Client

Date

Signature or Parent, Guardian or Personal Representative *

Date

** If you are signing as a personal representative of an individual, please describe your legal authority to act for this individual (power of attorney, healthcare surrogate, etc.).*

Patient/Client Refuses to Acknowledge Receipt:

Signature of Staff Member

Date