



MICHAEL J. GIALANELLA, MS, LMFT

North Carolina Family Therapy Center, PLLC
8522 Six Forks Road, Suite 103
Raleigh, NC 27615

Tel: 919.247.9359
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Informed Consent

Welcome to the North Carolina Family Therapy Center. I share the following information to help establish the clarity, understanding, and trust essential to a therapeutic relationship. Please read the following information carefully, as it contains important information about my practice and policies. Note any questions or concerns you have, and we can discuss them before beginning therapy. After you sign the consent to treatment documentation, it will constitute a binding agreement between us.

The Process of Therapy/Evaluation: Participation in therapy can result in a number of benefits to you, including improving interpersonal relationships and resolution of the specific concerns that led you to seek help. As a collaborative process, therapy requires your very active efforts, honesty, and openness in order to achieve desired changes. I will periodically ask for your feedback on therapy and will expect you to respond openly and honestly.

During evaluation or therapy, remembering or talking about unpleasant events, feelings, or thoughts can result in your experiencing considerable discomfort or strong feelings of anger, sadness, worry, fear, and so forth. I may challenge some of your assumptions or perceptions or propose different ways of looking at, thinking about, or handling situations that can cause you to feel very upset, angry, depressed, challenged, or disappointed. Attempting to resolve issues that brought you to therapy in the first place, such as personal or interpersonal relationships, may result in changes that were not originally intended.

Therapy may also result in decisions about making many different kinds of changes. Sometimes a decision that is positive for one family member is viewed negatively by another family member. Change will sometimes be easy and swift; other times it will be slow and even frustrating. There is no guarantee that therapy will yield the intended results.

Sometimes more than one approach can be helpful in dealing with a certain situation. You are entitled by law to receive information about the methods of therapy, the techniques used, the duration of therapy, if known, and the fee structure. During the course of therapy, I am likely to draw on various therapeutic approaches according, in part, to the problem that is being treated and my assessment of what will best benefit you. My approach tends to be experiential, humanistic, contextual and family systems oriented. At times I may draw on cognitive-behavioral, developmental, and psychoeducational approaches. Within a reasonable period of time after the initiation of treatment, I will be able to offer you some initial impressions of what our work will include. You should also make your own assessment about whether you feel comfortable working with me. If you have any questions about the process of therapy, please let me know. I will always seek to answer your questions fully.

Additional Treatment Services: In the event that additional treatment services (e.g., psychiatrist, physician or other health care provider) are deemed necessary, clients are responsible for efficiently seeking these services. Maintaining these relationships with treatment team professionals will be a condition of continued therapy. To coordinate with other care providers, you will be expected to sign an exchange of information form.

Ending Therapy: The most common reason for ending therapy is that a client's concerns have been addressed to his or her satisfaction. Although you are free to end therapy or seek a second opinion from another therapist at any time, most clients find it helpful to have one or two "ending/termination sessions" to bring closure to therapy and discuss what has taken place during our time together. These "ending sessions" can be helpful in preventing future problems. Another scenario in which therapy ends is when a client's challenges lie beyond the limits of my expertise or ability to help. I do not work with clients whose challenges, in my opinion, are beyond my ability. If this becomes apparent to me at any point, I would discuss this with you, offer you appropriate referrals, and end treatment.

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Office Policies

Payment and Fees: Payment is expected upon completion of the session, unless other arrangements have been made. A standard session is \$150 for 60 minutes. In rare instances when a session out of the office would occur, the fee is \$175 for 60 minutes. 90 minute sessions are \$225.

Additional time or services, including travel time, will be billed at \$150 per hour. Such additional services may include, but are not limited to: consultation with other professionals, preparation of reports or correspondence with other professionals or service providers and phone calls lasting over 25 minutes. Acceptable forms of payment are cash, check, or debit/credit card (including Visa, MasterCard, American Express, Discover, and any HSA Visa/MasterCard). If your debit/credit card is on file or you pay by check, those funds will be withdrawn from your account within 72 hours. If your check is deposited with insufficient funds, you will be charged the additional bank penalty fees. Please notify me if any problem arises during the course of therapy regarding your ability to make timely payments.

Cancellation and Late Arrival: Since your appointments involve the reservation of time specifically for you, and as this is the basis of my livelihood, a minimum of 24 hours notice is required for rescheduling or canceling an appointment. The full fee will be charged for sessions missed without such notice. Repeated cancellations may result in the termination of therapy. In the event that you will be late, please contact me as soon as possible. Upon your arrival, we will meet for the remaining amount of time and end as scheduled. You will be responsible for the fee of the full session.

Overdue Payment: If your account is more than 30 days overdue and suitable arrangements have not been agreed to, I have the option of using legal means to secure payment, including collection agencies or small claims court. (If such legal action is necessary, the costs of bringing that proceeding will be included in the claim.)

Insurance: Although I do not bill insurance companies directly, at your request I will provide you with a statement of services which you can then submit to your insurance company for reimbursement. Please be aware that submitting an invoice for reimbursement carries a certain amount of risk, as I cannot control how your information is used once submitted. Not all therapeutic issues are reimbursable; it is your responsibility to verify the specifics of your coverage.

Communication between sessions: I am available and encourage you to contact me in between sessions when appropriate. Because it is not possible to guarantee the confidentiality of email communications or text messages, please use discretion in deciding whether to communicate with me via those means. I cannot be held responsible for any information lost in transit or viewed by a third party. Email and text should be used for brief, general questions, including cancellations or rescheduling. Hence, emergencies, significant therapeutic issues, and/or sensitive personal information, should all be communicated to me over the telephone or in person. If such information needs to be shared or a brief exchange turns to an extended exchange, we will attempt to reschedule our next appointment earlier than initially planned.

If you need to contact me via phone/text, please leave a message for me at 919.247.9359. I will return your message as soon as possible during my business hours (9 am - 8 pm, Monday - Thursday; 9 am - 5 pm Friday) or within 24 hours of your message. If you are difficult to reach, please inform me of some times when you will be available. I check my messages throughout the day, but never after my work hours. I check my messages much less frequently on weekends, holidays, and when I am out of town. I return weekend calls on Monday, unless Monday is a holiday.

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Office Policies (cont.)

Tele-therapy: In some instances, tele-therapy via video conference (Zoom, Meet, etc) may be an option for our sessions. There are certain legal/ethical restrictions when using video conferencing applications/programs. Some common applications/programs are not HIPAA compliant and would not be used in these instances. More information can be provided if this method is necessary and appropriate during the course of treatment.

Emergencies: Due to the nature of my work, I am often not immediately available by telephone. I do, however, check my phone periodically for messages. Therapeutic calls are billed pro-rated at the regular fee. *If you need to talk to someone immediately*, please **call 911** or the 24-hour National Crisis Hotline at **1-800-784-2433**, or **go to your nearest hospital emergency room**.

Litigation Limitation: Due to the nature of the therapeutic process and the fact that it often involves making a full disclosure with regard to many matters that may be of a sensitive and confidential nature, it is agreed that should you be involved in legal proceedings, neither you nor your attorney, nor anyone else acting on your behalf will call on me to testify in court or at any other proceeding, nor will a disclosure of the therapy records be requested.

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Confidentiality

Trust is the foundation of a good therapeutic relationship. I strive to provide a safe atmosphere where you can honestly explore very personal issues. All information disclosed within sessions and the written records pertaining to those sessions are confidential and may not be revealed to anyone without your written permission, except where disclosure is required by law. You should be aware of the following issues about confidentiality.

Consultation: I consult regularly with other professionals regarding my clients. In some circumstances, the professionals with whom I discuss my cases have access to limited confidential information. These professionals are bound by the same confidentiality measures listed here.

Some of the circumstances where disclosure is required by the law are as follows:

- There is a reasonable suspicion of the **abuse or neglect of a child, dependent, or vulnerable adult**. A report will be made to appropriate protective agencies.
- When you **present/threaten grave bodily harm to others or to property**. I have a legal duty to warn those threatened, and to contact law enforcement.
- When you are **actively suicidal or threaten significant bodily harm to yourself**. I have a duty to obtain help from others such to do what is necessary to keep you safe.
- Disclosure may be required pursuant to **legal proceedings**. If you place your mental status at issue in litigation initiated by you, the defendant may have the right to obtain the therapy records and/or testimony by Michael J. Gialanella, MS, LMFT. Please be aware of the **Litigation Limitation** information on the previous page.
- If you are on **probation/parole**, it may be legally required that I share information with various individuals appointed by the courts.

In couples and family therapy, or when different family members are seen individually, confidentiality and privilege do not apply between the couple or among family members. I will use clinical judgment when revealing such information. I will encourage the person(s) to reveal the information to the other member(s). I will provide support for that person(s) in finding ways to disclose the information. If you reveal to me a "secret" that you refuse to disclose to the others and that puts me, by my knowing the "secret", in a position of hurting my honest relationship with others in the couple/family, therapy will be terminated. I will not release records to any outside party unless so authorized to do so, in writing, by every member of the couple or family in treatment able to execute a waiver.

All custodial parents have a right to information shared in the session of a child under the age of 18 who is not emancipated. Custodial parents should be aware that exercising this right may be detrimental to the therapeutic process, and so may wish to allow confidentiality between the child and therapist. Considering all of the above exclusions, upon your request I will release information to any agency/person you specify unless I conclude that releasing such information might be harmful.

Interactions out of the office: There is the possibility that we may cross paths while out in the community. I will not approach you or say hello to avoid inadvertently breaking confidentiality. I never acknowledge working therapeutically with anyone without their written permission. I have no issues if you would like to say hello or acknowledge me.

Legal Disclosures: Michael J. Gialanella, Licensed Marriage & Family Therapist in the state of North Carolina (License # 1151); M.S. in Marriage & Family Therapy; B.S. in Psychology. The information provided by clients during therapy sessions are legally confidential, except for certain legal exceptions that are identified in my Confidentiality Form. If at any time you have a legal complaint, please contact the NCMFT licensure board at 919.772.6600 or <http://www.ncmft.org>. To file a grievance or contact the Department of Health and Human Services call 404.562.7886.

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