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Attorneys for Defendants

Michael Ferguson, Benjamin Unger, Sheldon)	SUPERIOR COURT OF NEW JERSEY
Bruck, Chaim Levin, Jo Bruck, Bella Levin,)	LAW DIVISION - HUDSON COUNTY
)	DOCKET NO. L-5473-12
Plaintiffs,)	
)	Civil Action
v.)	
)	CERTIFICATION OF THADDEUS
JONAH (Jews Offering New Alternatives for)	HEFFNER IN SUPPORT OF HIS
Healing f/k/a Jews Offering New Alternatives)	MOTION TO QUASH PLAINTIFFS'
to Homosexuality), Arthur Goldberg, Alan)	SUBPOENA DUCES TECUM SERVED
Downing, Alan Downing Life Coaching, LLC,)	ON THADDEUS HEFFNER
)	
Defendants.)	
)	

I, Thaddeus Heffner, certify:

1. I am a licensed marriage and family therapist in Tennessee with a national practice.
2. I am a member in good standing with the American Association for Marriage and Family Therapy, the National Association of Research and Therapy of Homosexuality, the American Association of Christian Counselors, and the Nashville Area Association of Christian Counselors.
3. I provide counseling services to men who seek my assistance in overcoming unwanted same-sex attractions.

4. I am not a party defendant in the present action but I have been wrongly accused by plaintiffs of making fraudulent representations and providing negligent care to plaintiff Sheldon Bruck.

5. I only counseled Sheldon Bruck by Skype or telephone on four occasions before he ended our treatment sessions prematurely in January 2010.

6. At no time did Sheldon Bruck or any member of his family complain about the services that I was providing him before he elected to terminate those services when they were just beginning.

7. A copy of the subpoena duces tecum (SDT) that the plaintiffs personally served on me on Monday, April 8, 2013, is attached to this certification as Exhibit 1.

8. The subject SDT seeks that I produce records that would span the approximate ten year period of 2004 to the present.

9. Among the records that the SDT seeks to have me produce are confidential client files of numerous people who are not parties to this action.

10. I have already produced all of the records in my possession that concern my former client Sheldon Bruck who is a party plaintiff in this action.

11. Each of my clients, including Sheldon Bruck, signed forms when they began their treatment with me in which I promised that their identities and the nature of my services to them would remain confidential.

12. A copy of the Consent to Treatment form I used for Sheldon Bruck, which is substantially similar to the form I still use with all of my clients, is attached as Exhibit 2. The section on confidentiality is Section X on page 7.

13. The "Patient Notification of Privacy Rights," required by the "medical records privacy law," is the last page of Exhibit 2.

14. As a licensed professional marital and family counselor my written and oral communications with all of my clients is considered privileged.

15. The documents that would be covered by the plaintiffs' subject SDT would number in the thousands and include the confidential records of hundreds of clients and participants in various programs in which I have participated.

16. I estimate that it would take me over 100 hours to go through these thousands of e-mails looking for documents that would be responsive to plaintiffs' SDT.

17. Many of the documents that plaintiffs are seeking by their SDT relate to administrative matters and some are personal correspondence with my family and friends on matters which bear no relevance to the issues in this case.

18. If I were compelled to produce client files and other confidential documents to plaintiffs in this case it would be potentially highly detrimental to the interests of those persons as well as my own interests.

19. It is essential to my ability to properly serve my clients that I maintain their trust by keeping confidential the communications that I have with them particularly on matters of a private sexual nature.

I certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are wilfully false, I am subject to punishment.

Dated: April 9, 2013

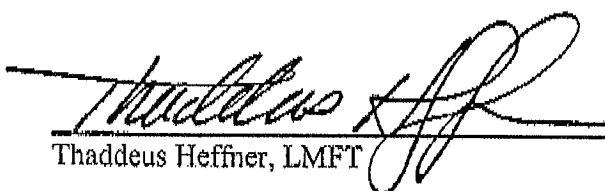

Thaddeus Heffner, LMFT

Exhibit 1

STATE OF TENNESSEE
WILLIAMSON COUNTY
CIRCUIT COURT

SUBPOENA
(ORDER TO APPEAR)

CASE FILE NUMBER
L-5473-12 (from an action pending in the Superior Court
of New Jersey, Hudson County, Law Division)

PLAINTIFF

DEFENDANT

Ferguson, et al.

vs.

JONAH, et al.

TO: (Name, Address & Telephone Number of Witness)

Thaddeus Heffner, 7003 Chadwick Drive, Suite 280, Brentwood, TN 37027, (615)544-1024

You are hereby commanded to appear at the time, date and place specified for the purpose of giving testimony. In addition, if indicated, you are to bring the items listed. If you fail to obey this subpoena, you may be held in contempt, punishable by a fine of up to \$50.00 and/or imprisonment for up to 10 days.

THE FAILURE TO FILE A MOTION TO QUASH OR MODIFY WITHIN FOURTEEN DAYS OF SERVICE OF THE SUBPOENA WAIVES ALL OBJECTIONS TO THE SUBPOENA, EXCEPT THE RIGHT TO SEEK THE REASONABLE COST FOR PRODUCING BOOKS, PAPERS, DOCUMENTS, ELECTRONICALLY STORED INFORMATION, OR TANGIBLE THINGS.

TIME 10:00 a.m.

DATE May 1, 2013

ITEMS TO BRING:

See attached subpoena

PLACE

Circuit Court
Williamson County Judicial Center
135 4th Avenue South
Franklin, Tennessee

(OR)

Additional List Attached

This subpoena is being issued on behalf of
 plaintiff defendant.

Attorney: (Name, Address & Telephone Number)

See attached subpoena

DATE ISSUED:

BY:

Circuit Court Clerk

RETURN ON SERVICE

Check one: (1. Or 2. are for the return of an authorized officer or attorney; an attorney's return must be sworn to; 3. Is for the witness who will acknowledge service and requires the witness's signature.)

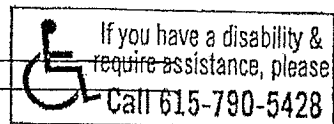
- I certify that on the date indicated below I served a copy of this subpoena on the witness stated above by _____
- I failed to serve a copy of this subpoena on the witness because _____
- I acknowledge being served with this subpoena on the date indicated below.

DATE OF SERVICE:

SIGNATURE OF WITNESS, OFFICER OR ATTORNEY: _____

Signature of Notary Public or Deputy Clerk: _____

Commission Expires: _____



Counsel of Record

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Healing f/k/a Jews Offering New Alternatives
to Homosexuality), Arthur Goldberg, Alan
Downing, and Alan Downing Life Coaching
LLC*

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Attorneys for Plaintiffs

Michael Ferguson, Benjamin Unger, Sheldon
Bruck, Chaim Levin, Jo Bruck, Bella Levin,

Plaintiffs,

v.

JONAH (Jews Offering New Alternatives for
Healing f/k/a Jews Offering New Alternatives
to Homosexuality), Arthur Goldberg, Alan
Downing, Alan Downing Life Coaching LLC,

Defendants.

SUPERIOR COURT OF NEW JERSEY
HUDSON COUNTY, LAW DIVISION

Docket No: L-5473-12

CIVIL ACTION

SUBPOENA DUCES TECUM

The State of New Jersey, to:

Thaddeus Heffner
7003 Chadwick Drive Suite 280
Brentwood, TN
37027

YOU ARE HEREBY COMMANDED to appear in person at Williamson County Judicial Center at 135 S. 4th Ave. in Franklin, TN on May 1, 2013 at 10:00 a.m. and there to testify as a witness in the above-captioned matter.

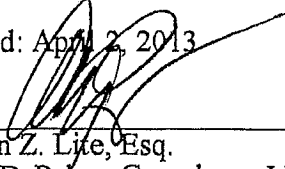
YOU ARE ALSO COMMANDED to bring with you and to produce at that time (and not sooner) the books, papers, documents and other tangible things identified in Schedule A attached hereto and to swear or affirm that the books, papers, documents, electronically stored information, or tangible things are authentic to the best of your knowledge, information, and belief and to state whether or not all books, papers, documents, electronically stored information or tangible things responsive to the subpoena have been produced.

If you are notified that a motion to quash the subpoena has been filed, you shall not produce or release the subpoenaed evidence until ordered to do so by the court or the release is consented to by all parties to the action.

The failure to file a motion to quash or modify within fourteen days of service of the subpoena waives all objections to the subpoena, except the right to seek the reasonable cost for producing books, papers, documents, electronically stored information, or tangible things.

Failure to produce according to the command of this Subpoena shall subject you to a such penalties as are provided by law.

Dated: April 2, 2013



Allyn Z. Lite, Esq.
Lite DePalma Greenberg, LLC
Attorneys for Plaintiffs

SCHEDULE A

DEFINITIONS

The following definitions apply to each of the requests for documents set forth herein and are deemed to be incorporated into each of these requests.

- a. “Any and all documents” means every document within Your possession, custody or control.

- b. “Communicate” or “communication” means all verbal and written means of transmission or exchange of information, including but not limited to statements, admissions, denials, inquiries, discussions, conversations, negotiations, agreements, contracts, understandings and meetings.

- c. “Concern,” “relate to,” “concerning,” or “relating to” any given subject means all documents which assess, concern, constitute, contain, describe, discuss, embody, evidence, identify, record, reflect, regard, show, state, or refer or relate, directly or indirectly, in any way, to the subject matter identified.

- d. “Conversion Therapy” means any method, technique, practice, or conduct having the purpose of affecting or changing sexual orientation, whether described as “conversion therapy,” “reparative therapy,” “reorientation therapy,” “ex-gay therapy,” “sexual orientation change efforts,” “gender affirming processes,” JONAH’s “Psycho-Educational Model for Healing,” or by any other name.

- e. “Defendant” means JONAH, Inc. a/k/a JONAH (Jews Offering New Alternatives for Healing f/k/a Jews Offering New Alternatives to Homosexuality), Arthur Goldberg, Alan Downing, or Alan Downing Life Coaching LLC.

- f. “Document” or “documents” means all materials, as defined in R. 4:18-1(a), including without limitation all written, recorded, printed, typed, transcribed, filmed, digitized, or graphic matter, and all other tangible things and media upon which any handwriting,

typing, printing, drawing, representation, electrostatic, or other copy, sound, or video recording, magnetic, or electrical impulse, visual reproduction, or communication is recorded, reproduced, or represented. This includes books, records, correspondence, reports, memoranda, electronic mail (i.e., e-mail), instant messages, social networking site messages and communications, text messages, all other forms of electronic communication, contracts, tables, tabulations, graphs, charts, diagrams, plans, schedules, appointment books, calendars, diaries, time sheets, reports, studies, analyses, drafts, telegrams, teletype or telecopy messages, archived voicemail, files, telephone logs and messages, checks, microfilms, microfiche, pictures, photographs, printouts, pamphlets, handouts, worksheets, electronic data compilations, tapes, diskettes, floppy disks, hard disks, optical disks, backup tapes, drives, removable media, typed or handwritten notes (including notes of sessions) minutes, or transcripts of proceedings. Documents shall include originals and all non-identical copies (whether different from the original because of notes made in or attached to such copy, or otherwise), and other data or data compilations of whatever nature stored in any medium (including those from which information can be obtained or translated if necessary into a reasonably useable form), and any preliminary versions, drafts, or revisions of any of the foregoing. This term is further intended to include any computer records reflecting earlier drafts, revisions, addenda, amendments, and the like with regard to any responsive document. If documents are produced in electronic format, please include an electronic searchable objective index for all fields.

g. "Including" means including, but not limited to.

h. "Person" means any natural person, association, business, group, organization, legal entity, government entity, or other entity.

i. "Plaintiff" means Michael Ferguson, Benjamin Unger, Sheldon Bruck, Chaim Levin, Jo Bruck, or Bella Levin.

j. "You" or "Your" as used herein means the person to whom these document requests are addressed, including any affiliates, employees, partners, representatives, or agents of the person to whom these document requests are addressed.

INSTRUCTIONS

a. Whenever necessary to bring within the scope of this Request documents that might otherwise be construed to be outside its scope:

- i. "and" and "or" shall be construed conjunctively and disjunctively;
- ii. "all" and "each" shall be construed as "all and each;"
- iii. the use of the singular form of any word shall include the plural and vice versa;
- iv. the use of a verb in any tense shall be construed as the use of that verb in all other tenses; and
- v. the use of the feminine, masculine or neuter genders shall include all genders.

b. No paragraph herein shall be construed with reference to any other paragraph for the purpose of limitation.

c. Unless otherwise indicated, the relevant time period for purposes of these Requests is between January 1, 1998 and the date trial commences.

d. All documents shall be produced in the manner in which they are maintained in the usual course of business. A request for a document shall be deemed to include a request for any and all file folders or binders within which the document was contained,

transmittal sheets, cover letters, exhibits, enclosures, or attachments to the document in addition to the document itself.

e. All documents requested herein shall be produced in their entirety, along with any attachments, drafts, and non-identical copies, including copies that differ due to handwritten notes or other notes or markings.

f. Where a requested document is in a language other than English, in whole or in part, and an English or other translation(s) exists in whole or part, produce both the original non-English document and the English translation(s).

g. Provide all Electronically Stored Information ("ESI") in the forms and manner specified in the attached ESI Production Specifications (Schedule B).

h. In the event respondent withholds any document called for by this Request on the basis of a claim of privilege or other right of nondisclosure, respondent shall provide, not later than the date responses to these requests are due, a privilege log separately identifying: (i) each document withheld; (ii) the type of document withheld (memorandum, letter, report, e-mail, etc.); (iii) the date of its creation, (iv) its subject matter; (v) its author; (vi) all persons who drafted, sent, received or were to receive any copy or version of it; and (vii) the basis for withholding the document.

i. In the event that any document called for by this Request has been destroyed or discarded, respondent shall provide, not later than the date responses to these requests are due, a written document identifying the document so lost, discarded, or destroyed as completely as possible, providing at least the following information: (i) the type of document withheld; (ii) any addressor and addressee; (iii) any indicated or blind copy recipients; (iv) the document's date, subject matter, number of pages, and attachments or appendices; (v) all persons

to whom the document was distributed, shown or explained; (vi) the document's date of destruction or discard, manner of destruction or discard, and reason for destruction or discard; and (vii) the persons authorizing and carrying out such destruction or discard.

j. If objection is made to any of the Requests, the response shall state whether documents are being withheld from inspection and production on the basis of such objection, or whether inspection and production of the responsive documents will occur notwithstanding such objection.

k. If there are no documents responsive to any particular request, the response shall state so in writing.

l. This Request is continuing in nature. You are required promptly to serve supplementary responses and produce additional documents if You obtain further or different information.

DOCUMENTS REQUESTED

- Request No. 1: Any and all documents, including client files, relating to any Defendant, including documents that refer to any Defendant otherwise than by name.
- Request No. 2: Any and all documents, including client files, relating to David Matheson, Samuel Rosenberg, or People Can Change, including documents that refer to them otherwise than by name.
- Request No. 3: Any and all communications between You and any Defendant.
- Request No. 4: Any and all communications between You and David Matheson, Samuel Rosenberg, or People Can Change.
- Request No. 5: Any and all communications between You and any Plaintiff or any family member of a Plaintiff.
- Request No. 6: Any and all documents, including client files, relating to any Plaintiff, including documents that refer to any Plaintiff otherwise than by name.
- Request No. 7: Any and all operational policies, program guidelines, procedures, rules, training manuals, consent or other client forms, and standards relating to Your provision of Conversion Therapy services.
- Request No. 8: Any and all communications regarding this lawsuit.
- Request No. 9: Documents sufficient to show Your document retention policies and practices.
- Request No. 10: Documents sufficient to show any and all of Your professional qualifications, including licenses, degrees, and certifications.

SCHEDULE B

ESI Production Specifications

1. **FILE FORMATS**
- 1.1 Each document shall be provided with all of its attachments with family relationships indicated using the Beg_Family and End_Family metadata fields described in 2.1 below.
- 1.2 All documents shall be produced in standard single-page Group IV TIFF format, *except* that the following shall be produced in native format:
 - (a) any audio, audiovisual, video, and any other file that is unreadable or has limited accessibility in the Group IV TIFF format; and
 - (b) Microsoft Excel files and other spreadsheets to the extent such files do not require redactions.
- 1.3 The parties shall meet and confer in good faith to determine a reasonable manner for producing the relevant information to the extent a response to discovery requires production of information contained in a database or any other format not reasonably producible in TIFF or native format.
- 1.4 Documents produced in TIFF format shall be produced with Bates numbers stamped on each page. Bates numbers shall be of constant length, be sequential across a document and its attachments, be unique across the entire production, and contain no special characters except dashes.
- 1.5 Any native files that are produced shall also be produced with a one-page Bates-numbered TIFF image slip-sheet stating "Document has been produced in native format."
- 1.6 The responding party will make reasonable efforts to ensure that documents produced in TIFF format are readable. For good cause, the requesting party may request that documents originally produced in TIFF format be re-produced in native format, which request shall not unreasonably be denied. The requesting party shall identify documents for re-production by Bates number and provide an explanation of the need for native files.
- 1.7 The responding party will make reasonable efforts to process fully all documents for production. For any documents not fully processed, the responding party shall produce a TIFF image with the reason the document was not processed.
- 1.8 A Concordance-compatible image load file shall be included with each production.
- 1.9 Documents produced in the Group IV TIFF format shall be produced such that comments, notes, speaker notes, track changes, hidden rows, hidden columns, and any other hidden or invisible text are displayed.
- 1.10 Any redactions applied to documents shall contain text indicating the basis for redaction (e.g., "A/C Privilege").

2. METADATA

2.1 For each document, the responding party shall provide the metadata specified below, to the extent they can reasonably be extracted or otherwise provided, in a delimited text file.

Metadata Field	Description	Examples
Production Metadata Fields for All Documents		
Beg_Doc	Bates number for the first page of the document	[Bates Prefix]-00000001
End_Doc	Bates number for the last page of the document	[Bates Prefix]-00000010
Beg_Family	Bates number for the first page of the parent document (i.e., an email or other document containing attachments)	[Bates Prefix]-00000001
End_Family	Bates number of the last page of the last attachment to the parent document	[Bates Prefix]-00000015
Confidentiality Designation	The confidentiality designation of the document, if any	Confidential, Highly Confidential
Redaction	For documents containing redactions, the basis for such redactions	Privileged, Personal, Proprietary
Exception	For documents not processed, the reason for the document not being processed	Encrypted, Corrupted
Hash Value	The MD5 or SHA-1 hash value for the item	
Native File Link	File path to the native file on the production media if applicable (a.k.a. production file path)	Prefix001\NATIVES\000\ Prefix00000001.msg
Custodian	Name of the custodian or custodians who possessed this item or exact duplicates thereof.	Jones, Barbara
Document Type	Type of item being produced	Email, Email Attachment, Electronic Document, Hardcopy Document
Device	Device from which the document was collected	Laptop hard drive, Desktop hard drive, Blackberry, shared drive, Exchange server
File Path	Original location of the file when collected from the source custodian or system	C:\My Documents\Deal Documents
Additional Document Metadata Fields for Hardcopy Documents		
Location	Original location of the document	Office, Home office, Secretary's office
Box	Any label on the box or filing cabinet where the document was originally located	ABC Corp. Acquisition
Folder	Any label on the folder where the document was originally located	Correspondence, Board Materials

Metadata Field	Description	Examples
Additional Document Metadata Fields for Electronic Documents and Attachments		
Original file name	Original name of the file when collected from the source custodian or system	example.doc, file.xls
File Type	File type or application used to create the underlying native file	Excel, Word, PowerPoint, MP3
Master Date	For email attachments, the date of the parent email	MM/DD/YYYY
Title	Title of the document	Purchase Agreement
Author	Author of the document	Barbara Jones
Creation Date	Date the item was created	MM/DD/YYYY
Modified Date	Date the item was last modified	MM/DD/YYYY
Additional Document Metadata Fields for Email and Other Electronic Communications		
Date Sent	Date and time the email message was sent, using a 24-hour clock, in Greenwich Mean Time (GMT)	MM/DD/YYYY HH:MM:SS
Date Received	Date and time the email message was received, using a 24-hour clock, in Greenwich Mean Time (GMT)	MM/DD/YYYY HH:MM:SS
To	Addressee(s) of the email message	Barbara Jones barbarajones@co.com
From	Name and email address of the person who sent the email message	Barbara Jones barbarajones@co.com
CC	Recipient (s) included in the "cc" line of the email message	Barbara Jones barbarajones@co.com
BCC	Recipient(s) included in the "bcc" line of the email message	Barbara Jones barbarajones@co.com
Subject	Subject line of the email message	FW: your message
Email Folder	The name of the email folder in which the email message was located	Inbox, Sent, Deal Documents

3. EXTRACTED TEXT

- 3.1 For each document, the responding party shall provide a text file containing the text extracted directly from the native electronic version of that document, unless the document was redacted, is an image file, is a scanned hardcopy document, or is in another format from which text cannot be reasonably extracted. In these instances, provide a text file created using optical character recognition (OCR) to the extent reasonably practicable.
- 3.2 The text file name containing the extracted or OCR text should be named with the Beg_Doc number of the document.

4. **DEDUPLICATION**

- 4.1 A document is an exact duplicate of another document only if it and all its family members have the same MD5 or SHA-1 hash values as the other document and its family members.
- 4.2 If a document and its exact duplicates are associated with the same custodian, the responding party shall withhold the exact duplicates from production.
- 4.3 If a document and its exact duplicates are associated with different custodians, the responding party shall withhold the exact duplicates from production and provide a metadata field for the produced document indicating the custodians for whom duplicates were withheld.

EXHIBIT 2

Jonah Institute of Gender Affirmation
PO Box 313
Jersey City, NJ 07030

Consent to Treat and Financial Agreement

Counselor Thaddeus Heffner Client Sheldon Bruck

Introduction

We welcome you as a client to the Jonah Institute of Gender Affirmation (hereinafter referred to as "Jonah Institute" or "Institute") and thank you for choosing the Jonah Institute. This document contains important information about our professional services and our business practices. This agreement not only also establishes the standards and boundaries of our working together, but also authorizes the Institute, through one or more of its independent contractor consultants to provide the client with the services described herein, under the conditions described herein, at an agreed-upon fee as outlined below.

The Jonah Institute utilizes the services of certain psychiatrists, psychologists, social workers, life coaches, certified relationship specialists, and mentors as their independent contractor consultants (hereinafter collectively referred to as "counselors" or "service provider".)

The type of services provided are not easily described in general statements. It varies depending on the personalities and training of the service provider and the needs of the particular client, and the issues, you, as the client may bring forward. There are many different modalities the service provider may use to deal with the problems that you hope to address and they may involve cognitive (intellect), physical (body based), emotional (heart), and spiritual (soul) processes. Our work calls for a very active effort on the client's part. The processes need your active involvement in order to be successful. In order for the counseling to be most successful, the client needs to work on his/her issues both during the counseling sessions and at home.

Because our services often involve discussing and dealing directly with unpleasant aspects of one's life, a client may experience uncomfortable feelings such as sadness, guilt, anger, frustration, loneliness, and helplessness. Please be aware that experiencing these emotions, counter-emotions, and defenses are a normal part of the process. Significantly, however, after experiencing such feelings, our services have been shown to provide benefits for those who go through it and lead to better relationships, solutions to specific problems, and significant reductions in feelings of distress. But there are no guarantees of what the client will experience.

The first few sessions will involve an evaluation of a client's needs. By the end of the evaluation, the service provider will be able to offer some initial impressions of what the work will include and the service provider will set forth a treatment plan to follow, assuming you decide to continue with the work. You should evaluate this information

along with your own opinions of whether you feel comfortable working with the individual counselor. If you have a question about the "fit" between you and the counselor, please speak to the Institute's Co-director, Arthur Goldberg. The services we provide involve a large commitment of time, money, and energy, so you should assure yourself that you are comfortable with the counselor selected. If you have a question about the "fit" between you and the counselor, please speak to the Institute's co-director, Arthur Goldberg. If you have other questions about the counselor's treatment plan and/or his/her procedures, they should be discussed first with the counselor and subsequently with the Co-director of the Jonah Institute.

II. The Counseling Relationship

Your counselor will serve as a mentor, teacher, accountability partner, advisor and consultant. His/her function is to focus on training, goal-setting, accountability, resources, and practical steps to help create and sustain change.

If the counselor with whom you are working is a life coach or mentor, the following applies: Life coaching and mentoring may be effective either as a precursor, complement, or follow-up to therapy. If you are currently in therapy, we strongly encourage you to inform your therapist that you are also engaged in coaching/mentoring. If you are not in therapy, it is possible, depending on individual circumstances, that your coach/mentor will recommend that you consult with an appropriate mental-health professional (either within the Jonah Institute or outside of it) before continuing with further coaching or mentoring services.

III. Sexual-Orientation Distress :

Some of the treatment offered by the Jonah Institute is with a goal of decreasing homosexual attractions and increasing heterosexual responsiveness. This is a controversial form of treatment because there are those in the mental health professions that contend that sexual orientation cannot and/or should not be changed and that homosexuality is normal, healthy, and need not be changed.

If you have entered counseling for treatment of sexual-orientation distress, please inform yourself about the differing point of view of our Institute and its consulting counselors, as detailed in our Co-director's book, *Light in the Closet: Torah, Homosexuality, and the Power to Change*, and also at the web site of our parent organization, JONAH (www.jonahweb.org) as well as the web sites of NARTH, an educational organization (www.narth.com), and People Can Change (www.peoplecanchange.com), an organization of men who have successfully changed their sexual orientation.

Direction of Treatment. It is important that you feel in control of the direction of the services provided to you at all times. During the course of your time with our counselors, it is possible that you may change your mind and decide to accept a homosexual outcome. If so, or if the advice being offered by your counselor violates your personal convictions or intentions, **you should notify your counselor at once** to re-evaluate the direction of the services being provided to you.

You should also be aware that involving yourself with gender affirming processes may evoke stressful feelings and temporary life changes which could be difficult to deal with. There is no guarantee of successful change, although most clients do experience benefit from the process. Most clients typically find that growth into heterosexuality is an ongoing, lifetime process. It is also necessary to be aware that for many people, some homosexual attractions may remain.

Sometimes the gender affirming process can bring up uncomfortable feelings such as anxiety, sadness, anger, and so on; please be aware that this is a normal response to talking about unresolved life experiences.

Initial MB

Length of Treatment: For information on expected length of treatment, please consult with your counselor.

Issues Concerning Treatment: While we hope you will be satisfied with your sessions at the Jonah Institute, if for any reason you need to discuss any aspect of your treatment, please contact either Arthur Goldberg or Elaine Berk, Co-directors.

Note: We **do not** provide gay-affirmative treatment (therapy which affirms the homosexual condition). Such treatment is readily available at most other clinics. If you are *not* in agreement with our point of view, you most likely would be better served by seeking therapy from a gay-affirmative psychotherapist.

Initial MB

Possible Treatment Outcomes: The Jonah Institute takes the position that even in cases where sexual orientation *cannot* be changed, sexual behavior and sexual self-identity can often be altered sufficiently by the client to assist him or her to stop leading a sexual lifestyle with which he or she is uncomfortable or is incongruent with their basic value structure.

As part of agreeing to undertake this course of counseling, a client should understand the risks and benefits of the treatment. If successful, the treatment would allow a person uncomfortable with his or her sexual orientation or sexual practices to develop a lifestyle or orientation that he or she may find more comfortable or satisfying. Such a change may be difficult to obtain and may not necessarily make the person happier in the immediate future. Clients who are struggling with these issues may also face periods of relapse in the behavior that they find distressing or uncomfortable.

By signing at the bottom of this agreement and initialing this specific paragraph, the client expresses his or her understanding of the nature of the treatment and the fact that success is not guaranteed.

Initial MB

IV. Delivery of Services/Outcomes

Counseling is delivered during regularly scheduled sessions by telephone or in person, as arranged. Regularly scheduled sessions may be augmented with occasional "emergency" contact calls, as needed and as the counselor is available. (This may be valuable to clients who are dealing with particularly high-stress situations or working on overcoming addictive behavior patterns.)

Although the counselor may work from a basic program outline in providing services, it is actually you, the client, who determines the overall direction of the counseling, its pace, and eventual outcomes based on your level of commitment and focus during the counseling process.

V. Client Responsibilities/Results

In order for counseling to be most effective, the client must make a commitment to take an active part in the process, which may include participating in setting goals, or doing homework assignments and research on your own time between sessions. The counselor will assist you in realizing your own potential, and respect your right to make your own informed and responsible decisions; thus, you need to be aware that results cannot be guaranteed, and that you are entering into counseling with the understanding that you are largely responsible for your own results.

Throughout the course of your counseling, you are responsible for keeping the counselor informed of your progress, and for following through with agreed-upon goals. You have the right to participate in the development of ongoing session plans, to decline any recommended services, and to be advised of the impact on your goals as a result of declining these recommended services.

VI. Counseling Sessions

Counseling sessions can be held in person, over the phone, or in combination. It is recommended that counseling sessions be scheduled on a weekly basis for 60 minutes or some combination thereof, although frequency and duration can be determined by individual client needs and preferences.

a) Live Counseling Sessions: In person counseling sessions will last approximately 55 to 60 minutes, and will be scheduled at times and locations to be determined by the client and counselor.

b) Counseling Calls: Counseling calls are typically 60 minutes, one time per week or 30 minutes twice a week; longer or more frequent calls may also be an option. Fees are based on the actual total time on the call, not the number of calls. If you call in for your counseling session and receive voicemail, you should leave a message; your call will be returned promptly, and you will be provided with your complete session time, or it will be rescheduled if that is best for you. If you are late for a call, the counselor may need to end the session at the originally scheduled time, although he will extend the call if his schedule allows.

The most effective form of counseling is typically in the form of regularly scheduled, face-to-face, individual sessions. For that reason, we generally recommend office-based counseling.

However, some clients are unable to find a suitable service provider in their geographical area, and therefore they decide to receive their services in the form of telephone consultations.

It is important for the client to recognize the following: telephone consultations are educational, but may not be as effective as face-to-face sessions; the counselor is providing the services under the jurisdiction of his own state, and is not necessarily licensed to practice in the client's state; and, supplementary, face-to-face counseling or transfer to another professional may be necessary if the client should experience severe emotional disturbance, such as anxiety or depression.

The use of telephone sessions is intended to allow for a provision of services in areas beyond the local geographic service areas of the Jonah Institute. Certain professional organizations have issued a cautionary statement that the counselor may be unable to assess the client's affect or demeanor by telephone.

Initial MB

c) Additional Client Contact with Counselor: You are welcome to call or e-mail your counselor between counseling sessions when you have a challenge, cannot wait to share a success, or need information. This is an added service to you, and calls under 10 minutes will not be billed for the extra time. Longer, unscheduled calls will be considered emergency sessions and will be billed at the regular phone counseling rate of \$100 an hour (after the first 10 minutes, which are free), with no minimum charge. You are welcome to e-mail your counselor as often as you'd like.

d) Skype Therapy: In the event that the client chooses to receive services through the Internet (Skype), the client acknowledges awareness that although Skype is generally considered reliable to protect confidentiality, technological failures can occur which may breach confidentiality. Client agrees to hold the Jonah Institute harmless for any such failures, which would inevitably be beyond the Jonah Institute's ability to control.

Initial MB

VII. Fees and Expenses

a) Billing rate: in person sessions: In person sessions are billed at a rate of \$100 per hour.

b) Billing rate: phone sessions: Telephone sessions are billed at a rate of \$100 an hour. Fees are based on the actual total time on the call, not the number of calls – so the fee for two 30-minute calls is the same as for one 60-minute call.

c) Cost of telephone calls: Unless otherwise agreed upon, the client is responsible for initiating the call and the client bears the cost of the telephone call.

d) Client cancellation of a scheduled appointment: The client is responsible for counseling session fees for any regularly scheduled calls that the client cancels with less than 24 hours notice. Cancellation notice should be given by phone (not email) whenever possible. The service provider is under no obligation to refund or reschedule a counselling session unless advance cancellation notice has been received.

e) Counselor no-show: If the counselor misses a scheduled call without advance cancellation notice, he/she will offer the client the option of either rescheduling the call or session at a mutually agreeable time or receiving a free partial credit (\$30) toward the next regularly scheduled call.

f) Unscheduled "emergency" phone sessions: As noted in (c) above, unscheduled calls lasting longer than 10 minutes will be considered emergency sessions and will be billed at the regular rate of \$100 an hour (after the first 10 minutes, which are free), with no minimum charge.

g) No charge for initial exploratory session: Before agreeing to work together, counselor and prospective client (or client's guardian) will have an initial, no-fee "get acquainted" (phone) consult to determine whether both feel reasonably confident that the prospective client can benefit from the counseling relationship, that the counselor has the appropriate expertise to assist the prospective client, and that the rapport between them is likely to result in a supportive counselor-client relationship.

h) Fees payable in advance of phone counseling sessions: Fees are payable by the month, for all the anticipated phone counseling sessions for that month, in advance of the first coaching session of the month. Arrangements must be made in advance if the client needs to make an exception.

i) Fees payable on day of the service for in person counseling sessions: Fees are payable the day of session for all in-person counseling sessions.

j) Payment methods: The independent contractor counselor is authorized to accept cash, checks or money orders made out to them. Alternatively, the client may pay by credit card through the JONAH web site and JONAH will in turn pay the counselor. Please note that a charge of \$25 will be automatically applied for any checks returned by the bank, and that you will also be liable for all associated bank penalties incurred.

k) Discount: In rare cases, fees may be discounted according to income and family size. In such cases, your most recent W-2 must be submitted at intake and yearly thereafter to verify income.

VIII. Client Termination of Counseling Services

To achieve the greatest benefit out of working together, counselor and client ideally should begin the counseling relationship with the intention of working together for an initial period of at least three months before making a decision about continuing longer term. However, either party may terminate the counseling agreement at any point, providing at least 24-hour notice before a final session, and paying only for counseling services received to date. The counselor will refund the client for the unused portion of

any pre-paid monies earmarked for services. Additionally, to the counselor's best effort, he will assist the client in identifying other sources of treatment.

IX. Minors

If you are under eighteen years of age, please be aware that the law may provide your parents the right to examine your treatment records. It is our policy to request an agreement from parents that they agree to give up access to your records. If they agree, we will provide them only with general information about our work together, unless we feel there is a high risk that you will seriously harm yourself or others. In this case, we will notify them of our concern. We will also provide them with a summary of your treatment when it is complete. Before giving them any information, we will discuss the matter with you, if possible, and do our best to handle any objections you may have with what we are prepared to discuss. [At the end of your treatment, we will prepare a summary of our work together for your parents, and we will discuss it before we send it to them.]

X. Confidentiality

a) General confidentiality commitment: The client's identity, client relationship, and nature and content of the client's work with the Jonah Institute will remain private and confidential. The Jonah Institute will not share any information about the client with a third party unless the client (or guardian) signs an **Informed Consent** or **Content Release** allowing disclosures to specific parties for specific reasons that benefit the client. However, please be advised that those associated with the Jonah Institute may discuss your case with other professionals within the Jonah Institute in an effort to gain greater clarity about aspects of your case or to arrange for back up counselors for your individual issues.

b) Exceptions to confidentiality:

1) In the course of regular clerical duties for the Jonah service providers, support or clerical staff may be privy to name and limited contact information of the clients, but will have no access to information such as the content of the counseling session or matters discussed during counseling.

2) In the event that the counselor believes there is clear and imminent danger to the life and physical safety of the client or others, the counselor may be required to disclose selected information in order to make appropriate and potentially life-saving interventions.

3) In unusual circumstances, legal requirements may demand that confidential material be revealed.

4) If a client publicly makes false and slanderous claims about the counselor's work with the client, with the intent to harm any counselor associated with the Institute either personally or professionally, the counselor's confidentiality obligations will be deemed null and void, so that he may fully and effectively respond publicly or privately, as appropriate, to false charges.

5) If there is an action which alleges that there is a breach of duties running between service provider and client.

6) In addition, there may be a limited disclosure if a collection action is necessary.

Initial MB

XI. Hold Harmless

Client agrees to utilize the particular counselor/service provider of the Jonah Institute with the full understanding that the Jonah Institute and its employees and independent contractors are in no way responsible or liable for your decisions, actions and their outcomes. You also agree to hold the Jonah Institute and its employees and independent contractors free of all liability and responsibility for any adverse situations created as a direct or indirect result of a specific referral, advice given, or any actions taken while working with or as a result of working with the Jonah Institute.

ENTIRETY OF AGREEMENT: This document represents the entirety of the agreement between the parties, and there are no other agreements. This document may not be changed except by written agreement signed by both parties.

Initial MB

MERGER AGREEMENT: All prior negotiations and representations are subsumed in this document and merged herein.

Initial MB

I understand and agree to the foregoing information.

XII. ACKNOWLEDGEMENT OF AGREEMENT:

Your signature below certifies understanding of, and agreement with, the following:

I acknowledge that I have read and understand the above terms and guidelines. By signing this document, I acknowledge that I am responsible for payments and notifications as outlined. If I am signing this document as a parent or legal guardian on behalf of a minor, then by signing I am accepting responsibility for any charges accrued on their behalf with the Jonah Institute.

I agree to utilize the services of the Jonah Institute with the full understanding that the Institute and its employees and independent contractors are in no way responsible or liable for my decisions, actions and their outcomes. I also agree to hold the Jonah Institute and the individual counselor(s) with whom I am working and the Institute's employees free of all liability and responsibility for any adverse situations created as a direct or indirect result of a specific referral, advice given, or my actions taken while working with or as a result of working with the Jonah Institute.

I have read this client service agreement and agree to abide by its terms and conditions, and acknowledge receipt of my own copy of this Agreement.

Client's Signature - Sheldon T. Bruck Date: December 14, 2009

Printed Name: Sheldon T. Bruck

Parent/Guardian Signature [Signature] Date: Dec. 13, 09

Printed Name: J. Bruck

For the JONAH Institute : _____

Counselor/Service Provider

The Jonah Institute requires the above client signature prior to commencing counseling. Please complete and then fax, mail or scan and email this page to the Jonah Institute.

AAMFT Approved Supervisor:
Susan Lahey Ph.D., LMFT
(615) 491-6114

Patient Notification of Privacy Rights

The Health Insurance Portability and Accountability Act (HIPAA) has created new patient protections surrounding the use of protected health information. Commonly referred to as the "medical records privacy law", HIPAA provides patient protections related to the electronic transmission of data ("the transaction rules"), and the keeping of patient records ("the security rules"). HIPAA applies to all health care providers, including the mental health care, and providers and care agencies throughout the country are now required to provide patients a notification of their privacy rights as it relates to their health care records. You may have already received similar notices such as this one from your other health care providers.

As you might expect, the HIPAA law and regulations are extremely detailed and difficult to grasp if you don't have formal legal training. My Patient Notification of Privacy Rights is my attempt to inform you of your rights in a simple yet comprehensive fashion. Please read this document as it is important you know what patient protections HIPAA affords all of us. In mental health care, confidentiality and privacy are central to the success of the therapeutic relationship and as such, you will find I will do all I can do to protect the privacy of your mental health records. If you have any questions about any of the matters discussed in this document, please do not hesitate to ask me for further clarification.

By law, I am required to secure your signature indicating you have received this Patient Notification of Privacy Rights Document. Thank you for your thoughtful consideration of these matters.

Thaddeus Heffner, MMFT

I, Jo Bruch, understand and have been provided a copy of Mr. Heffner's Patient Notification of Privacy Rights Document, which provides a detailed description of the potential uses and disclosures of my protected health information, as well as my rights on these matters. I understand I have the right to review this document before signing this acknowledgment form.

Jo Bruch
Patient Signature of parent if minor or legal charge

Dec. 13, 09
Date

If legal charge, describe representative authority: _____