

KATHY A. ELIAS, MA, LCMHC, LCAS, NCC
PROFESSIONAL DISCLOSURE STATEMENT
(COUNSELING CONTRACT/NOTICE OF HIPAA PRIVACY PRACTICES)

I am pleased you have selected me as your therapist. I would like to provide you with information regarding my background and to ensure that you understand our professional relationship, as well as your rights as a client. I will answer any questions you may have regarding policies and procedures of the counseling process.

EDUCATIONAL BACKGROUND

I completed a Master of Arts degree in Counselor Education from North Carolina Central University in May 1996. During my academic work, I also completed an internship at Duke University's Career Development Center where my training included working with the student population on career-related issues. In addition to working with students, I have had the opportunity to work with adults in career/life transition, unemployed and dislocated workers, cancer patients and their families, bereaved adult individuals, and acute and chronic pain patients. Furthermore, my experiences include working with clients who suffer with both substance abuse and mental illness in an outpatient methadone clinic, inpatient substance abuse unit, and an intensive outpatient substance abuse program. I practice as a Licensed Clinical Mental Health Counselor (3757), a Licensed Clinical Addiction Specialist (980), and a National Certified Counselor (#41452). I have worked in private practice for the past twenty-one years and am committed to life-long learning and continue to seek training in areas of interest by attending workshops, seminars, and conferences for both personal and professional growth.

COUNSELING SERVICES OFFERED/THEORETICAL APPROACHES

Counseling is a way for you to seek assistance and guidance with problems that are causing difficulties in your life. It takes courage and motivation to seek additional help and support. The counseling relationship is an important and unique one, in which we can learn from one another. I will do my best to provide a safe atmosphere for you to share your inner thoughts, feelings, and emotions. Qualities such as trust, openness, honesty, empathy, and compassion are extremely important in the counseling relationship, and I will do my best to provide these qualities to you during our interactions. As a client, your active participation and honesty will be important when sharing your feelings and thoughts.

My approach to therapy is a comprehensive one, in which I will draw upon a variety of theories and techniques depending on what will work best for you. I use an eclectic approach to therapy because what works for you may not work for someone else. I approach problems from a holistic framework, knowing that difficulty in a particular area can affect other dimensions of one's life. Furthermore, I am aware of not to take on situations for which I do not have the education or experience. As a result, I may refer to another professional who is more suitable to effectively manage your concerns. Some of the strategies I use include a client centered approach, a strength based and insight approach, and other behavioral therapies such as modeling, role-playing, and goal setting. There may be instances when you will be asked to consider activities outside therapy as a form of homework assignment outside the session. These activities will always be in your best interest, and if for any reason you feel uncomfortable, you do have the right to refuse my suggestions. I have special interests around substance abuse, grief counseling, life transitions, spiritual concerns, depression/anxiety, adult children of alcohol/dysfunctional families, and codependency. I am certified in an alternative energy therapy called Trauma Resolution Energy Therapy for clients who are open and interested in that approach.

It is important for you to understand that psychotherapy can pose potential risks and benefits. Risks might include experiencing uncomfortable emotions such as sadness, anger, guilt, and loneliness. At times, difficult changes may be experienced during your process, and sometimes you may feel that things have gotten worse. Please keep in mind that the decision to change will be yours, and the results may be these kinds of discomfort. For example, counseling may not repair relationships as you might have hoped. On the contrary, psychotherapy can have many benefits. Therapy can provide the avenue for you to have a safe environment where you can discuss, work through, resolve, and heal personal issues to face life's challenges in the future without intervention. It can lead to improved relationships, improved self-esteem, increased self-awareness, solutions to specific problems, and significant reductions in feelings of distress.

CONFIDENTIALITY and HIPAA

The Health Insurance Portability and Accountability Act (HIPAA) is a federal law that provides privacy protection and patient rights about the use and disclosure of your Protected Health Information (PHI) used for the purpose of treatment, payment, and health care operations. This act gives you the ability to understand and have control of your health information. HIPAA will impose penalties if your rights are violated.

It is important that confidentiality is maintained and an authorization for release of information is required to give any information to a third party. You may revoke this authorization in writing at any time, except for the information that may have been released, or if you have not satisfied any financial obligations incurred. HIPAA provides you with expanded rights regarding your clinical records and disclosure of your protected health information. You have the right to inspect, amend, and have copies of your counseling records and a right to know most disclosures made of your information. The law requires that I obtain your signature acknowledging that I have provided you with this information. For more information about HIPAA Privacy Policies and Procedures or to file a complaint, you may contact the US Department of Health and Human Services at 200 Independence Avenue, SW, Washington, D.C. 20201.

You have the absolute right to confidentiality of your therapy. I treat the information that you share with me with the utmost respect. Our conversations are a privilege of yours, in which I will always respect that privilege. The privacy of our sessions and my documentation are protected by state and federal laws, as well as by my profession's ethical codes. In most situations, I can only release information about your treatment to others if you sign a written Authorization form that meets certain legal requirements imposed by HIPAA. There are other situations that only require your written consent. Your signature on this agreement provides consent for those activities, as follows:

- To provide quality services, supervision/training of cases is done through verbal communication with other health and mental health professionals. During this discussion, I will protect your privacy by not revealing your identity. The other professionals are required to keep the information confidential. If you do not object, I will not tell you about these consultations unless it is important for our work together.
- I share facilities with another colleague and may contract with administrative staff with whom I need to share protected information for both clinical and administrative purposes such as continuity of care, and the scheduling of appointments. All professionals are required to maintain confidentiality and have agreed to not release any information outside of the practice without permission. Also, based on your situation, I may refer you to my colleague for health-related issues and if you decide to pursue that referral, I will request signed consent from you in order to discuss potential therapeutic concerns that I or my colleague may have about your care. If you choose not to sign consent, that will be respected as well.
- If a client presents an imminent danger to his/her health or safety, I may be obligated to seek hospitalization for the client or to contact family members or others who can help provide protection.

LIMITATIONS

There are certain limitations to the protection of confidentiality that you need to be aware of. I am legally and ethically obligated to inform the proper persons and/or legal authorities without your written consent or Authorization, and I am not required to inform you of my actions in this regard for the following situations:

- When you are likely to do harm to yourself or to another person. I may be required to initiate hospitalization, contact the police, contact spouse/partner/family member, or warn the potential victim.
- When I believe a child, or a disabled adult has been abused or neglected. The law requires that I file a report with the Department of Social Services and may require additional information after the report has been made.
- When you intend to break a law of the city, county, state or country.
- When a court of law issues a legitimate subpoena and orders me to release confidential information.

I hope that this written summary of exceptions to confidentiality is helpful to your understanding of confidentiality as it can be a complex issue. It is important that we discuss any questions or concerns that you may have about it now or in the future.

EXPLANATION OF OUR RELATIONSHIP

As we work together and discuss issues that may be both emotionally and psychologically intimate, it is important to remember that our relationship is strictly professional. Our contact is limited to either scheduled sessions arranged mutually, or telephone conversations connected to your therapy. These limits are with your well-being and best interests in mind and allow for all efforts to be directed toward your concerns.

My services are not forensic oriented. I do not provide evaluation services that lead to professional opinions regarding child custody, parent visitation, employment, other forms of disability, or any other legal issues. With your written permission and request for a third party, I can offer case working impressions and related therapeutic recommendations that may be informative regarding various family, parenting and/or employment functioning, which is in contrast to a separate professional relationship and contract that requires non-treatment objectivity to formulate forensic based professional opinion. **I will not agree to appear or testify in court for any reason.** If subpoenaed, I have the right to charge up to \$300 per hour for my time, and there is no guarantee that my presence or testimony will be beneficial or yield desired results.

LENGTH OF SESSIONS

All sessions are by appointment. I assure you that my conduct and services provided will be in a professional and ethical manner. Sessions last for sixty minutes. Sessions are scheduled based on our mutual agreement. **If you are unable to keep an appointment, please call to cancel or reschedule at least 24 hours in advance of your scheduled appointment. The exception to this is if there is an emergency such as hospitalization, severe illness, inclement weather, or death in family.**

Once an appointment is scheduled, you are expected to pay for it unless you cancel it within the 24-hour timeframe. You may leave a message on my office phone at 919-779-3006. I will do my best to return your call on the day it is received, except for weekends and holidays. **In case of extreme emergencies, you can call Alliance Behavioral Health at 1-800-510-9132 or mobile crisis at 1-877-626-1772. You may also call 911 or visit your local emergency room for immediate intervention.**

FEES/METHODS OF PAYMENT

Sessions are billed to insurance at \$170.00 for the initial assessment, \$165.00 for 60-minute individual counseling session, and \$170.00 for family/conjoint session. I would prefer that you pay for the session at the time of the session, unless we agree to other arrangements, or your insurance coverage has other requirements. Cash or personal checks are acceptable for payment.

BILLING/INSURANCE REIMBURSEMENT

If you have a health insurance policy, it will usually provide some coverage for mental health treatment. It is important to evaluate the resources you have available to pay for your treatment, and to find out what mental health services your insurance policy covers. Some policies require authorization before they provide mental health reimbursement. In addition, most health insurance policies require that a diagnosis of a mental-health condition be present before they agree to reimbursement. Please keep in mind that some insurance providers put a limit on the number of reimbursed sessions that you can receive each year. It may be necessary that you seek approval for continued therapy after a certain number of sessions have been completed. I will do my best to provide you with whatever assistance necessary in helping you receive the benefits you are entitled. However, you are responsible for full payment of my fees. In addition, I do not file as an out of network provider but can provide a statement of services given so that you can file the information through your insurance provider. If that is the case, you are responsible for full payment of fees at the time of the session.

Your insurance company will require that I provide information relevant to the services that you have received from me. This would include clinical diagnosis, treatment plans, and any other clinical information they need from your record. I will do my best to release only the minimum information necessary for mental health reimbursement. By signing this document, you agree that I can provide the requested information to your insurance carrier. Should there be any changes in this policy, you will be informed immediately.

SOCIAL MEDIA AND ELECTRONIC COMMUNICATION

There are possible risks associated with communicating with the therapist via electronic methods (e.g. text messaging, email, social media, and video conferencing), including:

There is no guarantee that these messages can be kept confidential. Messages can be easily redistributed, forwarded, etc. without knowledge or intention by the sender or recipient. The therapist is obligated not to forward or share any information without your written consent, but the therapist cannot guarantee your privacy if you choose to forward said communication. The therapist is not responsible for any breach of confidentiality that has been caused by the client.

While I make every reasonable effort to protect your privacy on my end (encrypted emails, HIPPA signed business agreement with email provider), I cannot guarantee that you have the same level of encryption on your computer.

Your employer or school email can be accessed at any time by these entities. If you choose to communicate with me via email, I encourage you to use a personal email from your home computer. However, even email sent from a privately owned computer may leave a "footprint" on the way from a sender's "outbox" to a recipient's "inbox". Therefore, deleted messages may not be fully deleted. These messages have the potential to be accessed by law enforcement, ISP technicians, and hackers. Therefore, if you are communicating with me via email, it is advised that you do not discuss clinical issues, but rather use it for appointment reminders, rescheduling, etc.

If you prefer to communicate with me via text message or email regarding scheduling or cancellations, I will only respond by text but will not respond through email. I will contact you by telephone. While I try to return messages in a timely manner (generally within 24 hours), I cannot guarantee an immediate response. This method of contact is not to be used for clinical assistance or in case of an emergency. **In case of an emergency after hours, call 911, visit your local emergency room, or contact Alliance Behavioral Healthcare at 1-800-510-9132. Please do not use text messaging or email for emergency situations.**

I am ethically and legally obligated to maintain records of each time we meet, talk on the phone, or correspond via electronic communication such as email or text messaging. These records include a brief synopsis of the conversation along with any observations or plans for the next meeting. Any communication via electronic means is subject to be included in your medical record. A judge can subpoena your records for a variety of reasons, and if this happens, I must comply.

Currently, I utilize HIPAA compliant video conferencing software for telehealth appointments.

I will not “friend” or accept any friend requests from current or former clients on any social networking site. I believe that adding clients as friends can compromise confidentiality and may blur professional boundaries of the therapeutic relationship. Please feel free to communicate about this with me if you have questions or concerns.

COMPLAINT PROCEDURES

It is hoped that our counseling relationship will be productive. If you feel dissatisfied with any aspect of our work, I encourage you to talk about it with me in therapy. I will do my best to help resolve your concerns. This will make our work together more effective. If you think that you have been treated unfairly or unethically by me and cannot resolve the problem, you can file a complaint with the North Carolina Board of Licensed Clinical Mental Health Counselors at PO Box 77819, Greensboro, NC 27417, or contact by telephone Toll Free at 844-622-3572 or 336-217-6007. Fax: 336-217-9450. Email: Complaints@ncblcmhc.org

Your signature below indicates that you have read this document and agree to its term and serves as an acknowledgement that you have received the HIPAA notice form described above.

_____ Client Signature	_____ Date
_____ Guardian Signature	_____ Date
_____ Kathy A. Elias, MA, LCMHC, LCAS, NCC	_____ Date