

**KATHY A. ELIAS, MA, LCMHC, LCAS, NCC
PROFESSIONAL DISCLOSURE STATEMENT**

I am pleased you have selected me as your therapist. I am required by the North Carolina Board of Licensed Clinical Mental Health Counselors and the Substance Abuse Professional Practice Board to provide you with information about my professional and counseling background.

QUALIFICATIONS

I completed a Master of Arts degree in Counselor Education from North Carolina Central University in May 1996. I hold the following licenses: Licensed Clinical Mental Health Counselor (#3757) since April 2001, a Licensed Clinical Addiction Specialist (#980) since June 2004, and a National Certified Counselor (#41452) since April 2001. I have been in the counseling field since 2001, and private practice since 2006.

In addition, I received certification in Trauma Resolution Energy Therapy (TRET) and have implemented this technique with clients who have an interest in this type of therapy.

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 a variety of ways that include career/life transition, unemployment and worker dislocation, cancer patients and their families, bereaved adult individuals, and acute and chronic pain patients.

My counseling background also includes 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.

COUNSELING SERVICES/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 want 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 very important when sharing your feelings and thoughts.

I serve adults challenged with symptoms associated with depression, anxiety, grief/loss, unresolved emotions such as anger, codependency and Adult Children of Alcoholic concerns, relationship and work stress, and various other trauma related events. My approach to therapy is a person centered one. 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 a difficulty in a particular area can affect other dimensions of one's life. I am aware not to take on situations for which I do not have the education or experience. As a result, I may refer you to another professional who is more suitable to effectively manage your particular concerns.

Some of the strategies I use include cognitive behavioral therapy, insight therapy, and other behavioral therapies such as modeling, role-playing, and goal setting. I also work from a strengths perspective in that I believe each person has strengths and resiliency to make the necessary changes for their life. There may be instances when you will be asked to complete activities or assignments 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 in the area of spiritual concerns, codependency, adult children of alcohol/dysfunctional families, and some alternative energy therapies for clients who are comfortable with 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 encountered 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 has been shown to 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 in order 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 protections and patient rights with regard to 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 be maintained and an authorization for release of information is required in order 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 already been released, or if you have not satisfied any financial obligations incurred. HIPAA provides you with expanded rights with regard to 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, and you have right to a paper copy of this document. 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:

- In order 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 also required to keep the information confidential. If you don't object, I will not tell you about these consultations unless I feel that it is important to 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 for 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 I believe that 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 I feel 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. Also, I am not required to inform you of my actions in this regard. These situations are as follows:

- When I believe that 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 or will be 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 I believe you intend to break a law of the city, county, state or country.
- When a court of law issues a legitimate court ordered 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 very 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 will be limited to either scheduled sessions arranged mutually or telephone conversations connected to your therapy. These limits are designed with your well-being and best interests in mind and allow for all efforts to be directed toward your concerns.

My services are not forensics 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 or 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 forensics based professional opinion. **I will not willingly agree to appear or testify in court for any reason.** If I am 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 handled in a professional and ethical manner. Sessions generally last for sixty minutes. Sessions will be 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 will be 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, with the exception of weekends and holidays. **In the 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 it is held, 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 of the policies require authorization before they provide mental health reimbursement. In addition, please keep in mind that some insurance providers put a limit to the number of reimbursed sessions that you can receive in a given 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 to which you are entitled. However, you are responsible for full payment of my fees. If I am out of network with your provider, I will provide appropriate documentation for you to file with your carrier upon payment of the service offered.

USE OF DIAGNOSIS

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 (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 do so. 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 the 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 am utilizing a HIPAA compliant platform for video conferencing. 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

Although clients are encouraged to discuss any concerns with me, you may file a complaint against me with the organization below should you feel I am in violation of any of these codes of ethics. I abide by the ACA Code of Ethics (<http://www.counseling.org/Resources/aca-code-of-ethics.pdf>).

North Carolina Board of Licensed Clinical Mental Health Counselors
PO Box 77819
Greensboro, NC 27417
Phone: 844-622-3572 or 336-217-6007
Fax: 336-217-9450
Email: Complaints@ncblcmc.org

Acceptance of Terms

We agree to these terms and will abide by these guidelines.

Client Signature

Date

Guardian Signature

Date

Kathy A. Elias, MA, LCMHC, LCAS, NCC

Date