

Professional Disclosure ~ Andrea Wilhelm, LCMHC  
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This document is part of the standards of practice of the North Carolina Board of Licensed Clinical Mental Health Counselors. This disclosure statement is designed to inform you of my professional credentials, types of service offered, and therapeutic orientation. I received my Masters of Arts and Community Counseling in 2006 from the University of North Carolina at Charlotte. I am a licensed clinical mental health counselor (LCMHC) #6922.

### **About the Clinical Counseling Process**

I view participation in Clinical Counseling as a collaboration, or partnership, between two people. You define the problem(s) to be worked on, and I use specialized knowledge to help you bring about the desired changes. Since participation in treatment is voluntary, *you may withdraw or terminate your treatment involvement at any time*. A voluntary client or legally responsible person has the right to consent or receive treatment in accordance with G.S. 122C-57(d). Your refusal of consent shall not be used as the sole grounds for termination or threat of termination of service unless it is the only viable treatment option available. Nevertheless, I must request that you discuss your plans with me before acting on them so that you can be fully informed about the potential risks and consequences of prematurely doing so.

I approach counseling based on strength, resiliency, and client focus. My basic therapeutic orientation is cognitive behavioral though I will pull from various modalities. Sessions may be focused on issues including but not limited to personal empowerment, communication, decision-making, coping skills, safety planning, emotional regulation, pattern identification and interruption, holistic health and self-awareness.

### **Confidentiality Issues**

Some important issues regarding confidentiality need to be understood as we begin our work together. In general, I will not tell anyone what you tell me, or even reveal that you are seeing me for counseling. Federal and State laws protect the confidentiality of all communications between a client and their Clinical Counselor. This is why I ask you to sign a "release of information" form before I can talk about you or send your records anywhere else; this maintains your confidentiality of protected health information.

However, there are some exceptions:

- (1) If you were sent to me by the Court or an employer for evaluation or treatment, the Court or employer expects a report from us. If this is your situation, please talk with me before you tell me anything that you do not want the Court or your employer to know. You have a right to tell me only what you are comfortable telling.
- (2) In child custody proceedings, adoption proceedings, and proceedings in which your emotional condition is an important element, a judge may legally require my testimony.
- (3) Are you suing someone or being sued? Are you being charged with a crime? If you anticipate being involved litigation and you tell the Court you are seeing me, or choose to include your mental or emotional state as part of that litigation, I may have to reveal part or all of your evaluation or treatment records.
- (4) If you are called as a witness in criminal proceedings, opposing counsel may have some limited access to your evaluation and treatment records.
- (5) My testimony may also be ordered in (a) legal proceeding related to psychiatric hospitalization, (b) malpractice and disciplinary proceedings brought against a Clinical Counselor, and, (c) certain legal cases where the client has died.

Also, there are some circumstances when I am actually required to breach confidentiality even without your permission.

- (6) If I believe a child has been or will be abused or neglected, I am legally responsible to report this to the appropriate authorities and State agency.

(7) If you make a serious threat to harm yourself or another person, the law requires me to take protective action. This can include notifying the police, warning the intended victim, and/or seeking your hospitalization.

Courts appoint objective, independent examiners who have no prior contact with either you or your family members to conduct forensic examinations, custody evaluations, or act as expert witnesses for the Court. It is my role as a Clinical Counselor only to provide you with treatment. Experience has shown that the professional relationship is often harmed when Clinical Counselors testify in disability, divorce and/or custody matters. By signing this form, you agree never to call me as a witness in any present or future domestic or disability-related litigation under any circumstances. I want you to fully understand that I will not provide evaluations or expert testimony in Court for two reasons:

- (1) My statements will be seen as biased in your favor because we already have a therapeutic relationship; and,
- (2) My testimony might affect our therapy relationship, and I must put our therapeutic relationship first.

There are several other confidentiality issues that must be brought to your attention:

For example, I may find it helpful or even necessary to consult about a case with another healthcare professional. This helps me provide you with a high quality of care. Your name will never be given to them, some information will be changed or omitted, and they will only be told as much as they need to know. Of course, the consultant is bound by the same laws and rules as I am. On other occasions, I may be away from the office for several days at a time; during those times, I may have a trusted colleague "cover" for me; therefore, this colleague on call needs access to your records should the need arise.

You have the right to ask that your information not be shared with family members or others, and I can agree to that limitation. You can also tell me if you want me to send mail or phone you at a more private address or number than, say, your home or workplace. If these issues are of concern, please tell me so that I can make the necessary arrangements. Please keep in mind that the laws governing confidentiality are often quite complex, and I am not an attorney. I encourage active discussion of your concerns regarding these issues, but, if you need specific legal advice, consultation with an attorney may be desirable.

#### **Record Keeping and Insurance Billing**

I am required by law and professional ethics to maintain formal treatment records. I usually take notes after session. Please be aware that you are entitled to review your records or receive a copy of them at any time, unless I believe the information would be emotionally damaging, and, in such cases, the records will then only be made available to your designee. If you would like a copy of your records and/or treatment plan, please notify me in writing. You will be charged a fee for the administrative preparation and reproduction of files that must be paid prior to your receipt of these documents. Please plan on waiting at least two weeks for your records. It is my standard office policy to destroy all patient records ten years after the termination of treatment. Until then, I will keep your records in a safe place.

While I gladly submit insurance forms for insurance reimbursement, you must provide me with the necessary information to complete them. You, not your insurance company, are, ultimately, responsible for any clinical services rendered. You are responsible for checking your insurance coverage, deductibles, reimbursement rates, co-payments, etc. Other methods of payment I accept are cash, check, HSA, and credit card. If you use third party insurance, I am required to provide the insurer with an accurate diagnosis and sometimes treatment records. It will become part of your permanent medical record. I will always let you know what the company has asked for.

### **What to Expect From Our Professional Relationship**

Following our initial meeting, we will meet in varying intervals depending on your circumstances. I will try and let you know at least a month in advance of my vacations or any other times we cannot meet. When you must cancel, please give me at least twenty-four hours notice. I will offer telehealth sessions when appropriate. If you are using insurance we may need additional authorization. Telehealth is considered technology assisted care and will have different risks due to technology interruptions and technical difficulties. Telehealth also has additional benefits regarding ease of access to care. During telehealth visits all policies agreed to in the general consent for treatment are still in place and applicable, including, but not limited to confidentiality, fees, cancellation policies, etc.

Clinical counseling requires active involvement and ongoing effort on your part to change thoughts, feelings and behaviors. You have to work in sessions and at other times during the day. Change can sometimes be easy and swift, but it is usually slow, gradual, and the result persistent effort and commitment over time. Clinical Counseling is more effective when it occurs on a regular basis.

### **Cancellations**

There is no charge for cancellations made at least 24 hours before your appointment time. Cancellations made less than 24 hours before your appointment time or no shows for appointments will result in a \$50 fee. Please be advised that you are allowed three late cancellations and/or no shows per year. Upon the third late cancellation and/or no show, I reserve the right to decline further scheduling. I do my best to provide services to as many individuals as possible, and since only one client is scheduled per appointment slot, late cancellations do not allow for me to fill that appointment slot with another individual who may need it. This policy is to provide best care to all of my clients.

### **The Benefits and Risks of Clinical Counseling**

There are benefits and risks associated with any healthcare procedure. Risks might include experiencing uncomfortable feelings like sadness, guilt, anxiety, anger, frustration, loneliness, helplessness, or other negative feelings. Clients may recall unpleasant memories. These emotions and memories can bother you at home, work, or school. Sometimes, a client's problems may temporarily worsen after beginning treatment. Emotions may be too overwhelming or too intense to deal with at the time; targeted behaviors may not change, and you may not be any more aware of yourself than when Clinical Counseling started. During Clinical Counseling, major life decisions are sometimes made; including, separation within families, development of relationships, changing employment, and modifying lifestyle. Most of these risks are to be expected when people are making important changes in their lives that call into question beliefs and values.

Clinical counseling scientifically demonstrated its ability to benefit people in hundreds of well-designed research studies. Depressed people find their mood lifting. Other clients no longer feel anxious, afraid, or angry. Relationships and coping skills improve. You may derive greater satisfaction from social and family relationships. Personal goals and values become clear and obvious.

I do not work with individuals who are unlikely to benefit from the procedures used in this practice. Therefore, I enter into our professional relationship with a great deal of interest, eagerness and optimism. If you have concerns about your level of care and need to discuss alternatives, please feel free to do so.

### **If You Need to Contact Me**

My office hours are Monday through Friday 9:00 AM to 5:00 PM. Please be aware that I never take phone calls when I am with other clients. During these times, please leave a message and I will return your call as soon as possible. You can always reach me directly by calling after hours or on weekends and following the instructions for my paging system. Please use this system for emergencies only. If you cannot reach me in an emergency, immediately call 911, or go to the Emergency Room of your nearest hospital, and ask to speak with the mental health clinician on duty.

**Statement of Principles and Complaint Procedures**

I can never have a sexual or romantic relationship with any client during or following a course of Counseling. I cannot have a business relationship with clients, other than transactions restricted to the counseling relationship. In accordance with the AMHCA Code of Ethics, I can only be your Counselor. I cannot have any other role in your life. We cannot now, or ever, be a friend or socialize with clients, including all forms of social networking. We cannot be a Counselor to someone who is already a friend. If we meet on the street or socially, I will minimize our conversation. I will not celebrate holidays or give you gifts as a Counselor. Problems can arise in our relationship, just as in any other relationship. If you are dissatisfied with any aspect of our work, please raise your concerns with me. Our work together will be slower and harder if your concerns are not worked out. I will make every effort to hear any complaints you have and seek meaningful solutions to them.

I fully abide by the ethical principles of the North Carolina statutes, American Mental Health Counselors' Association (AMHCA). If you wish to file a complaint against a North Carolina licensed clinical mental health counselor, you may do so by placing that complaint in writing and sending it to the North Carolina Board of Professional Counselors (NCBLPC) at PO Box 77819, Greensboro, NC 27417; phone number [\(844\)622.3572](tel:8446223572) or [\(336\)217.6007](tel:3362176007).

Clinical Counseling services are not restricted or denied on the basis of age, sex, marital/family status, race, color, religious beliefs, ethnic origin, place of residence, veteran status, physical disability, health status, sexual orientation, or criminal record unrelated to present dangerousness. This policy is in accordance with the provisions of Title VII of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, and Regulations of the U.S. Department of Health and Human Services issued pursuant to the Acts, Title 45 code of Federal Regulations Part 80, 84, and 91 including, but not limited to other Federal Laws and Regulations that provide similar protection against discrimination. If you feel you have been the victim of a discrimination of your rights, please contact Disability Rights NC at [877-235-4210](tel:8772354210), or [info@disabilityrightsn.org](mailto:info@disabilityrightsn.org). If you wish to file a complaint against a North Carolina licensed professional counselor, you may do so by placing that complaint in writing and sending it to the NC Board of Licensed Professional Counselors. According to the American Counseling Association's Ethical Guidelines, you should attempt to resolve your complaint with the counselor directly. If you cannot resolve the matter, contact can be made with the office at [919-661-0820](tel:9196610820). If you would like further information for assistance, you can visit [nc.gov](http://nc.gov) for a complete guide of government agencies that may be able to assist you.

**Our Signed Agreement**

I read, or had read to me, the issues and points outlined in this document. I discussed those points I did not understand, and had my questions, if any, fully answered. I agree to act according to the points covered in this document. I hereby agree to enter into Clinical Counseling with this Counselor, and to cooperate fully and to the best of my ability, as indicated by my signature here. If I wish to withdraw my consent, I will do so in writing.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date:    /    /

I have met with patient (and/or his or her parent or guardian) for a suitable period, and informed him or her of the issues and points raised in this document. I have responded to all of his or her questions, and believe this person fully understands the issues, and find no reason to believe this person is not fully competent to give informed consent to treatment. I agree to enter into Clinical Counseling with patient, as shown by my signature here.

\_\_\_\_\_  
Signature of Clinical Counselor

\_\_\_\_\_  
Date:    /    /