

## Professional Disclosure Statement and Informed Consent to Treatment

Kelly Poehailos M.S., LCMHCA

Lewisville Family Counseling, PLLC • 6614 Shallowford Rd, Ste 250, Lewisville NC 27023

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<http://www.lewisvillefamilycounseling.com>

### Informed Consent

#### Education

I graduated in 2019 with a Masters degree (MA) in Mental Health Counseling from Divine Mercy University. I am a Licensed Clinical Mental Health Counselor Associate (LCMHCA) under the State of North Carolina and in the process of completing the necessary requirements to be a Licensed Clinical Mental Health Counselor (LCMHC).

#### Counseling Experience

My education and experience have prepared me to serve a wide variety of populations such as children, adolescents, adults, couples, families, and groups. For the past 2 years, I have worked as a mental health therapist, beginning with my practicum and internship with Mended Hearts Counseling in High Point, NC. Upon completion of my graduate degree, I began working as a Licensed Clinical Mental Health Counselor Associate for the state of North Carolina. In addition, I am a certified EMDR Level 1 and 2 therapist and have been trained to serve individuals who have experienced a degree or type of trauma.

#### Counseling Background

As a practicing professional, my counseling experience includes intake and treatment of the following populations: children, age 7 and up, adolescents, adults, couples, family, groups. I have worked primarily through outpatient individual therapy services, in addition to home visits and facilitating psychoeducational groups. My areas of expertise include: depression, anxiety, stress, relationship challenges, life transitions, grief and loss, trauma, and maternal mental health. Group experience includes: Dialectical Behavioral Therapy, postpartum support groups, infertility support groups, and miscarriage/ stillbirth support groups.

#### Services Offered

I offer thorough clinical assessments as well as individual and group counseling to children, age 7 and up, adolescents, and adults with a wide variety of mental health diagnoses. My theoretical orientation is mainly eclectic including: Cognitive Behavioral Therapy, Dialectical Behavior Therapy, and Gestalt Therapy. Cognitive Behavior Therapy (CBT) is a popular approach in which individuals work to identify and challenge negative patterns of thought about themselves and the world around them. Dialectical Behavior Therapy (DBT) is a type of CBT that includes a vast array of helpful coping skills to manage painful emotions and decrease conflict in relationships. Gestalt therapy is a humanistic therapy that focuses on awareness of emotions and behaviors in the present and meets their immediate needs. In addition, Eye Movement Desensitization and Reprocessing (EMDR) is a psychotherapy treatment that I offer to alleviate the distress associated with traumatic memories. Within a safe environment, clients are able to access and process traumatic memories and other life experiences to find resolution from distress, negative beliefs, and physiological arousal.

If at any time during our counseling relationship you feel the process is not successful, you may end the relationship at any time. Prior to terminating counseling, I would ask that we schedule a brief session devoted to closure, for the benefit of both the counselor and the individual. It is important to recap what has been learned, not any change, and summarize the working relationship.

Sessions last approximately 55 minutes. Assessments can take up to two sessions to complete.

#### Restricted Licensure

Effective September 19, 2019, I am a Licensed Clinical Mental Health Counselor Associate in North Carolina (License #A15218). I am under the supervision of Jennifer Locklear, MSEds, NCC, LCMHCS, CCS. Her contact information is as follows:

6614 Shallowford Road, Suite 250 | PO Box 267 | Lewisville, NC 27023

Phone: 336.945.0137 | Fax: 336-946-9084 | [jennifer@lewisvillefamilycounseling.com](mailto:jennifer@lewisvillefamilycounseling.com)

Effective December 2020

### **The Process of Assessment and Counseling**

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

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

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

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

### **Litigation Limitation**

Please note that I do not offer services related to court hearings or custody evaluations. Due to the nature of the therapeutic process and the fact that it often involves making a full disclosure with regard to many matters that may be of a sensitive and confidential nature, it is agreed that should you be involved in legal proceedings, neither you nor your attorney, nor anyone else acting on your behalf, will call on me to testify in court or any other proceeding, nor will a disclosure of the therapy record be requested. Court proceedings, by their nature, usually involve a breach of trust in the therapeutic relationship, which may not be repairable. In the event that you choose to break this agreement, I will, at my discretion, choose to terminate the counseling relationship due to this damage to the therapeutic relationship.

### **Session Fees and Length of Service**

The session fees are as followed:

Assessment/First Session (55 minutes) \$175.00

Therapy Session (55 minutes) \$165.00

**You can discuss any eligibility for a cash pay discount with me individually.**

Please note that if sessions go over, the over-time will be charged at the rate of \$41.25 at the start of every 15 minutes. This charge is not covered by insurance and will be billed through private payment.

At this time, I accept the following types of insurance: Blue Cross Blue Shield, with the exception of Blue Value and Medicare. At Lewisville Family Counseling, we attempt to set fair fees for our services. However, fees can also be dictated by insurance companies. Insurance reimbursement rates may change at the beginning of the year or fluctuate throughout the year. Lewisville Family Counseling may have to adjust our rates accordingly throughout the year. Most insurance companies require a diagnosis in order to reimburse for counseling services. You are responsible for contacting your insurance provider in order to confirm your mental health and/or substance abuse counseling benefits; they will advise you of your benefit coverage including copayments or coinsurance. Generally, since couples counseling is not covered by insurance companies, I only accept private pay for couples counseling.

I accept cash, checks, and credit cards. A \$30 fee is charged for all returned checks. Payment is due at the time of service. **Please note that I do not offer services related to court or custody hearings.** In the event that I am subpoenaed or must appear in court, the fee is \$200 per hour that I would be out of the office (including travel time). Fees for medical records are as follows: seventy-five cents (75¢) per page for the first 25 pages, fifty cents (50¢) per page for pages 26 through 100, and twenty-five cents (25¢) for each page in excess of 100 pages. Lewisville Family Counseling may impose a minimum fee of up to ten dollars (\$10.00), inclusive of copying costs. A fee equivalent to my hourly rate may be charged for researching and writing a summary of a medical record.

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### **Acknowledgement of Financial Responsibility**

Seeking our services implies your acceptance of financial responsibility and obligates you to ensure payment in full for the services you receive. As a client of Lewisville Family Counseling, you agree to provide this office current credit card information which will be used to cover any unpaid charges. You also agree to ensure that the credit card information on file is current and up to date at all times. (Please refer to the separate Credit Card Payment Form.) If you have insurance coverage with a plan we accept, we will submit your claim to your insurance carrier as a courtesy to you. You agree that you are responsible for any deductible, copayment, or any service that is not covered by your policy. If you do not have insurance, or if you have coverage with a plan we do not accept, you will be considered a “private pay” client and payment is due at the time of service. Likewise, if you do not provide correct insurance information to our office at the time of your appointment, your credit card on file will be charged for the full amount billed. We will be glad to provide you with a Super Bill for you to submit to your insurance company for any reimbursement.

### **Cancellations**

If you must cancel an appointment, please do so within a 24-hour notice. If an appointment is cancelled late, that is with less than 24-hour notice, **a late cancellation fee of \$50 will be charged.** If you utilize insurance, please note that insurance does not cover late cancellations and so you will be responsible for the full late cancellation fee. If you miss an appointment without calling to cancel, your future appointments may be canceled. **PLEASE INITIAL \_\_\_\_\_**

### **Termination of Counseling/Discharge**

Please advise your therapist or the administrative assistant if you no longer wish to continue with treatment. After a period of sixty (60) days with no contact from you, your therapist will terminate the therapy contract and discharge you from services at that time. You may call the office at any time to resume services, at which time a new intake packet can be completed.

### **Inclement Weather**

In the case of inclement weather, please use your discretion about whether or not to travel to your appointment. If you choose to cancel your appointment, please call the office and leave a message. If we have not already contacted you and you need to find out if the office will be closed due to inclement weather, you can call the office at 336-945-0137, check our website at <https://www.lewisvillefamilycounseling.com/InclementWeatherInformation.en.html>, or e-mail your counselor.

### **Use of Diagnosis**

Some health insurance companies will reimburse clients for counseling services and some will not. In addition, most will require a diagnosis of mental-health condition and indicate that you must have an “illness” before they will agree to reimburse you. Some conditions for which people seek counseling do not qualify for reimbursement. If a qualifying diagnosis is appropriate in your case, I will inform you of the diagnosis before we submit the diagnosis to the health insurance company. Any diagnosis made will become part of your permanent insurance records. I also use diagnosis in order to ascertain how to best treat my clients.

### **Confidentiality**

The information discussed in your sessions is considered confidential, which means that I will not share that information with others unless you provide your written permission for me to do so. There are, however, limits to confidentiality in which I may be obligated to break confidentiality. These situations include:

- If there is a reasonable suspicion of the abuse or neglect of a child, dependent, or vulnerable adult. A report will be made to the appropriate protective agencies.
- If you are actively suicidal or are a danger to yourself. I have a duty to obtain help from others in order to do what is necessary to keep you safe.
- If you present/threaten grave bodily harm to others. I have a legal duty to warn those threatened, and to contact law enforcement.
- If I am served with a subpoena by a court or an attorney related to your case
- If your case involves the Department of Social Services (usually Child Protective Services or Adult Protective Services) I might be required to share information with the Social Worker
- If you are on probation or parole, it may be legally required that I share information with various individuals appointed by the courts.

**Consultation**

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

**Couples and Family Therapy**

In couples and family counseling, confidentiality does not apply between the couple or among family members. I will use clinical judgement when revealing such information. I will encourage the person(s) to reveal the information to the other member(s). I will provide support for that person in finding ways to disclose the information. If you reveal a “secret” to me that you refuse to disclose to the other(s) and that puts me in a position of hurting my honest relationship with others in the couple or family, therapy will be terminated.

**Custodial Parents of a Minor Child**

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

In compliance with the North Carolina Board of Licensed Clinical Mental Health Counselors and with receiving supervision as an LCMHCA, I am required provide raw data (audio or visual recordings) to each supervision meeting. At the beginning of our session, I will notify you of whether the session is being recorded or not. The audio recording will be shared solely with Jennifer Locklear, MS/Eds, NCC, LCMHC, LCMHCS, ACS, ICAADC, LCAS, CCS, ICCS, CCH, BC-TMHP, MAC, RYT-200 for professional and supervision purposes only.

I also will be sharing your information with my supervisor, Jennifer Locklear, MS/EdS, NCC, LPC, LPCS, as we conduct weekly or bi-weekly scheduled supervision meetings. Disclosed information includes: intake/psychological examination, treatment goals, progress, outcome, and summation of treatment.

Due to the fact that I believe confidentiality is of utmost importance for my clients, including children, I do not counsel children that have parents involved in a custody situation if the parents are seeking my services as information for the court. My role is to act as the child’s helper and not to ally with any disputing party regarding the child. Counseling is for the purpose of the child’s emotional well-being and does not yield recommendations about custody issues.

In addition to what is discussed in our sessions, the fact that you are attending counseling is also confidential. For this reason, if I see you in public, I will protect your confidentiality by greeting you only if you greet me first.

\_\_\_\_\_ **By initialing this Confidentiality section, it gives Kelly M. Poehailos, LCMCHA permission to audio record sessions for supervisory purposes.**

**Security and Privacy with Electronic Communication**

E-mail and texting can often be convenient methods of communication. When you register online as a client with Lewisville Family Counseling, you will have an option to receive appointment reminders via text or e-mail. Please be aware that e-mail and text are not secure methods of communication and keep this in mind if you choose to provide us with an e-mail address and phone number and choose to communicate by these means. Email should be used for only brief, general questions or for scheduling purposes. Email is not to be used for emergencies, therapeutic issues, or sensitive personal information. By providing Lewisville Family Counseling with an e-mail address and cell phone number (on this form and/or in the electronic medical record), you are agreeing to receive e-mail and text communication from us.

I  do  do not give permission for Lewisville Family Counseling staff and contractors to e-mail me at the following address(es): \_\_\_\_\_

I  do  do not give permission for Lewisville Family Counseling staff and contractors to text me at the following phone number(s): \_\_\_\_\_

I  do  do not give permission for Lewisville Family Counseling staff and contractors to leave a voicemail for me at the following phone number(s): \_\_\_\_\_

Effective December 2020

### **Professional Relationships/Social Media**

The counseling relationship is different from any other kind of relationship. Because a counselor is not a friend, family member, or other personal relationship, it can be a safer relationship in which to discuss very personal matters that may be difficult to share with others who are close to you. Therefore, it is important to protect the boundaries of the professional counseling relationship. In order to protect your boundaries and the confidentiality of the professional relationship, I do not connect with clients on social media.

### **Diagnosis**

The counseling relationship begins with an assessment, in which information is gathered about your symptoms, strengths, problems, and relevant history. Part of that process can include determining an accurate mental health diagnosis, which would become a permanent part of your medical record. The diagnosis is not a label, but is helpful in determining the most appropriate course of treatment for your particular needs. At your initial session, I will complete an assessment in order to help determine the most appropriate course of treatment. I take great caution before assigning any patient a diagnosis, especially children, and will continue to reevaluate the symptoms and progression throughout the course of treatment.

### **Code of Ethics**

Ethical conduct is vital in the field of counseling. As a counselor and supervisor, I follow the Code of Ethics for the American Counseling Association (ACA) as well as the Center for Credentialing and Education's Approved Clinical Supervisor (ACS) Code of Ethics. These Codes of Ethics can be accessed from the website <http://www.ncblpc.org/law-and-codes>.

### **Complaints**

If you are not satisfied with any part of the services you receive from me or if you have a complaint, I encourage you to discuss this with me. However, you may file a complaint against me with the organization below should you feel I am in violation of any these codes of ethics. I abide by the ACA Code of Ethics (<http://www.counseling.org/Resources/CodeOfEthics/TP/Home/CT2.aspx>).

North Carolina Board of Licensed Clinical Mental Health Counselors  
P.O. Box 77819 | Greensboro, NC 27417  
Phone: (844) 622-3572 or (336)217-6007 | Fax: 336-217-9450

### **Office Policies**

#### **Payments and Non-Payment Policy**

Payment is due at the time of service. If payment has not been made after two sessions, further sessions must be cancelled until payment has been made in full.

#### **Cancellation and Late Arrival Policy**

Your appointments involve the reservation of time specifically for you, and this is the basis of my livelihood. If you must cancel an appointment, please do so within 24 hours notice. If an appointment is cancelled late, that is with less than 24 hours notice, **a late cancellation fee of \$50 will be charged**. If you utilize insurance, please note that insurance does not cover late cancellations and so you will be responsible for the full late cancellation fee. If you miss an appointment without calling to cancel, your future appointments may be canceled. In the event that you will be late, please contact me as soon as possible. Upon your arrival, we will meet for the remaining amount of time and end as scheduled. Because insurance will only provide reimbursement for the time that you are present for the session, you will be responsible for the fee for the remainder of the session in 15 minute increments.

#### **How to Cancel or Reschedule an Appointment**

If you need to cancel or reschedule an appointment, please e-mail me at [kelly@lewisvillefamilycounseling.com](mailto:kelly@lewisvillefamilycounseling.com) or, if you have access to our online platform TherapyAppointment, you may cancel or reschedule online. In order to cancel or reschedule online:

1. Go to [www.LewisvilleFamilyCounseling.com](http://www.LewisvilleFamilyCounseling.com)
2. Click on "Appointment Information"
3. Click on "Scheduling and Appointments"
4. Choose the name of your counselor and click "click here"
5. This will take you to the psychselect website. Enter the Username and Password that you created when you registered online as a client at Lewisville Family Counseling (or any update password that you may have created)
6. This will direct you to the screen in which you can cancel or reschedule your appointment.

Please note that cancellations with less than 24 hours notice may not be made in TherapyAppointment.

If you do not have access to TherapyAppointment and do not feel comfortable using e-mail to contact us, please call the office at 336-945-0137 to cancel or reschedule your appointment.

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**Client Nonparticipation**

If a client chooses not to participate in a counseling session (does not get out of the car, will not enter therapy room, sits quietly in therapy room, etc.), the session is billed as a regular session. If insurance does not reimburse for this session, you will be responsible for the session fee.

**Termination of Counseling/Discharge**

The most common reason for ending counseling is that a client’s concerns have been addressed to their satisfaction.

Although you are free to end counseling or seek a second opinion from another counselor at any time, most clients find

it helpful to have one or two “ending/termination sessions” to bring closure to counseling and discuss what has taken place during our time together. These ending sessions can be helpful in preventing future problems. Another scenario in which counseling ends is when a client’s challenges lie beyond the limits of my expertise or ability to help. I do not work with clients whose challenges, in my opinion, are beyond my ability. If this becomes apparent to me at any point, I would discuss this with you and collaboratively discuss other options such as other appropriate referrals. Please advise me or the administrative assistant if you no longer wish to continue with treatment. After a period of sixty (60) days with no contact from you, I will terminate the therapy contract and discharge you from services at that time. You may call the office at any time to resume services, at which time a new intake packet can be completed.

**Emergencies**

Lewisville Family Counseling does not provide on-call emergency services. If you or your family member are at risk of harm to yourself or another person, please go to the nearest emergency room or call 911 and ask for a CIT (Crisis Intervention Team) officer.

If you are having a mental health emergency, you can utilize one of these three options:

Cardinal 24 Hour Crisis Line: 1-800-939-5911

Novant Behavioral Health: 1-800-718-3550

Daymark Mobile Crisis Team: 1-888-581-9988

**Spirituality**

In addition to treatment, I affirm the importance of your faith and the integrative role it has in mental health. Please feel free to discuss this issue with me if you wish. If you do not wish to discuss your faith perspective, there will be no coercion on my part.

**Client Consent to Assessment and Counseling**

**I have read this Professional Disclosure Statement and Consent to Treatment, had sufficient time to be sure that I considered it carefully, asked any questions that I needed to, and understand it. I understand the limits to confidentiality required by law. I consent to the use of a diagnosis in billing insurance (if insurance is being used), and to the release of that information and other information necessary to complete the billing process. I agree to undertake the assessment and treatment process with Jennifer Locklear. I know that I can end therapy at any time I wish.**

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Kelly M. Poehailos, MS, LCMHCA

Date

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Client Printed Name

Date

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Client Signature

Date

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Parent/Guardian Printed Name

Date

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Parent/Guardian Signature

Date