

Professional Disclosure Statement and Informed Consent Agreement for Matthew Grotsky, LCMHC, LCAS

As a counseling client, you have certain rights and responsibilities. This document is intended to inform you of the rights and responsibilities of both the client and the counselor in a counseling relationship. Informed consent is an ongoing part of the counseling process, and we may revisit it throughout our relationship. Please feel free to ask questions at any time.

1. Qualifications

Matthew Grotsky obtained his Master of Arts degree in Clinical Mental Health Counseling from Lenoir-Rhyne University in May, 2019. He is a Licensed Clinical Mental Health Counselor (LCMHC) and Licensed Clinical Addiction Specialist (LCAS) in the state of North Carolina. He has practiced as a counselor in the state of NC since 2019.

2. Clientele and Counseling Approach

I offer individual and couples counseling. I work with adults and young adults. I draw primarily from Existential, Cognitive Behavioral and Dialectical Behavioral Therapy models of counseling. My style tends to be direct, and I like to have clear treatment goals that we are aware of and are actively working towards. I believe people intrinsically have the capacity to learn, heal and create meaning.

3. The Therapeutic Relationship

Trust is the cornerstone of the therapeutic relationship, and I have the responsibility to respect and safeguard your right to privacy. We have a private, professional relationship that focuses on your personal growth and development, but we do not have a personal relationship. Therefore, it is important that we maintain boundaries that honor the professional nature of our relationship. One way I respect your privacy is that I will pretend not to know you if we meet in public. If you want to say hello and acknowledge me first, I will follow your lead.

4. General Structure of Therapy Sessions

I offer counseling in 50-minute sessions. Length or frequency of sessions may be increased to reflect your counseling needs. I work with clients who can commit to meeting on either a weekly or every-two-weeks basis (barring vacations or other scheduled absences). Please keep in mind that the inability to make a commitment to regularly scheduled sessions greatly interrupts the momentum of treatment and makes it very difficult to get traction on your goals and may be a cause for termination of counseling (see #13 below for more details). Sessions happen via video conferencing (online counseling).

5. Scheduling and Late-Show/No-Show/Late-Cancel Information

The Theranest portal makes it easy for clients to self-schedule and cancel their appointments. We can schedule recurring sessions for your convenience. Clients select sessions on a first-come, first-served basis. Clients must cancel a session equal to and/or no less than 24 hours in advance or they will be charged the full session fee (\$160). However, there will be no charge if you cancel at least 24 hours before the appointment time. Please note that you are also responsible for being on time for our session. The nature of my schedule is such that I cannot extend the time to you if you are late. If you arrive late, you are still responsible for the full session fee. If you arrive more than 15 minutes late for a session without having communicated to me the issue for the delay, you may have to forfeit the session and be charged the full session fee. Appointments can be scheduled either by phone, text, email or directly through the Theranest Client Portal.

6. Fees and Payment

My fee is \$160 per 50-minute session. Charges are based on time and expertise and there are no refunds after

services are rendered. Fees for phone or email consultations of more than 10 minutes will be prorated based on my session rate. Payment is expected the day of service. You must pay by credit or debit card (Visa, MasterCard, or American Express). All clients are required to keep a valid credit or debit card on file. I do not allow clients to keep a balance of money owed. You'll be unable to secure a future appointment if you have a balance. Requests for phone consultations or written reports that involve more than 10 minutes will be charged a percentage of my session rate. Some health insurance companies will reimburse clients for counseling services, and some will not. You are responsible for determining whether your insurance company will or will not cover your counseling sessions. All fees, including deductibles, co-payments, co-insurance, and out-of-pocket fees must be paid in full at the time of service. I do not provide "Super Bills." I accept Blue Cross Blue Shield, Aetna, and United insurance. Your co-pay, deductible, and co-insurance is determined by your individual policy with and the full fee for services is set as a "contracted rate." Please note: You are responsible for payment of all services rendered if at any time your insurance provider does not cover them.

Legal Issues: I do not get involved in legal issues unless I receive a court-ordered subpoena. If I'm issued a court-ordered subpoena, I will turn it over to my attorney, and bill you for immediate payment of a \$1,500 retainer fee. I charge an additional \$150/hour fee for every hour (or fraction thereof) I spend in legal communication and/or depositions, case preparation, travel, and/or witness time. These fees are the responsibility of the client.

7. Diagnosis

You should know that most insurance companies require providers to identify "medical necessity" and diagnose a mental health condition before they will reimburse the client for counseling treatment. Some conditions for which people seek counseling do not qualify for reimbursement. You are responsible for full payment if your insurance company does not cover fees for service. If a qualifying (DSM) diagnosis is appropriate, I will inform you of the diagnosis before I submit it to your health insurance company. Please be aware that the diagnosis will become a part of your permanent medical record. If you pay privately for your counseling services, there is no need for a diagnosis to become part of your permanent medical record. Regardless of whether your insurance requires a diagnosis, we always engage in a process of determining whether you have a diagnosable condition that may be negatively affecting your health and wellbeing. Therefore, a diagnosis can serve three main purposes. First, it defines a problem so that everyone (from health professionals to clients) has a common language for understanding it. Second, it provides valuable information for making treatment decisions. Third, it helps to predict the likely course of treatment. I subscribe to a whole health model that takes account of biological, psychological and sociocultural factors. It is important for you to know that many biological diseases and disorders present as psychological issues. (For example, hypothyroidism will sometimes generate symptoms that mimic depression.) I therefore suggest you schedule a full physical exam within the first 6 months of the start of counseling, if you have not received a full physical within the last year.

8. Availability and Contact

I will make every effort to return your calls, texts, and/or emails within a 48-hour period, unless you are informed otherwise (in the event of vacation, illness, or other "out-of-office" times). I am not equipped to manage emergencies. If you are in crisis, please call the Mobile Crisis Unit at 1-888-573-1006 or go immediately to your nearest Emergency Department. If you need to contact me between sessions, the best way to do so is by sending an email to mcoffeecounseling@gmail.com.

9. Emergencies

I am not equipped to manage emergencies. If you are in crisis, please call the Mobile Crisis Unit at 1-888-573-1006 or go immediately to your nearest Emergency Department. Please leave a voicemail

indicating you have done so.

10. Confidentiality

You have rights under the Health Insurance Portability and Accountability Act (HIPAA), a federal law that regulates the use and disclosure of your Protected Health Information (PHI). Protected health information is health information that is individually identifiable. HIPAA requires that I notify you of my confidentiality policies and these are described in detail below.

First, you should know that the information provided by and to a client during therapy sessions is legally confidential. I comply with all North Carolina confidentiality laws, and the ethical standards of the National Board of Certified Counselors, the North Carolina Board of Licensed Professional Counselors, and the American Counseling Association. I will maintain a clinical record of your case, which is considered my property. This includes your protected health information (PHI). I am required by law to maintain the privacy of your PHI. In most situations, I can release your PHI to others *only* if you permit me to do so by signing a written authorization form.

However, there are situations in which we are permitted to use and disclose your PHI for the purposes of treatment and payment. Your signature on this agreement is written, advance consent for releases of information under the following circumstances:

- I work with other mental health professionals and support staff. In most cases, I share insurance information with them for purposes of billing. As required by HIPAA, these people have signed contracts with me, in which they promise to maintain the confidentiality of your PHI except as specifically allowed in the contract or otherwise required by law.
- I may find it useful to share information with your primary care physician or other health and mental health professionals who are currently treating you. Your signature on this Agreement is written consent for me to release information to these professionals. A record of these disclosures will be kept in your Clinical Record.

I am permitted or required to disclose information *without* either your consent or authorization:

- If, in my judgment, you are likely to seriously harm yourself or someone else.
- If I have reason to believe that child or elder abuse or neglect has taken or is taking place.
- If the client is a minor, both parents have access to the minor child's complete Clinical Record, unless there is a court order prohibiting one or both of the parents from access.
- If I am ordered by the court.
- If a government agency is requesting the information, I may be required to provide it to them.
- If a client files a complaint or lawsuit against me, I may disclose relevant information regarding that client for the purpose of defending myself.
- If a client files a worker's compensation claim, the client must sign an authorization so that I can release the information, records or reports relevant to the claim.
- If your health insurance plan exercises its right to review your Clinical Record (which includes information about dates of therapy, your symptoms, your diagnosis, your overall progress towards therapeutic goals, any past treatment records that I receive from other providers, reports of any professional consultations, your billing records, and any reports that have been sent to anyone, including reports to your health insurance company) for any services for which you have asked them to pay. Health insurance companies (with the exception of Worker's Compensation) are *not* entitled to see Process Notes, which are notes I make describing or analyzing our therapy sessions. Process notes are stored separately from your Clinical Record. Any disclosure of Process Notes (with the exception of Worker's Compensation) require

a separate written authorization from you.

11. Records

Records include identifying information, dates of sessions, an initial assessment, treatment plan, and any consultations or collateral contacts made. Your records will be stored safely with attention to your privacy. With a few exceptions (as noted above), they can only be released with your written permission and direction. In the event of a lawful request, I may summarize the content related to the request rather than release the entire record.

Some of my clients consist of multiple family members (i.e. spouses and partners in couple's therapy, family members in family therapy). In such cases, no information obtained from multiple family members may be released to an outside party without the prior written consent of each person from whom the information was obtained, unless 1) a different agreement has been established ahead of time and documentation of such an agreement is signed by all parties, or 2) we receive a court-ordered subpoena.

I retain full records until seven years after the last date of service delivery for adults or until three years after a minor reaches the age of majority, whichever is later, and then they are disposed of in a HIPAA-compliant manner.

12. The Therapeutic Process

Counseling has both benefits and risks. Benefits for people who undertake counseling often include a greater sense of self-efficacy, reduction in feelings of distress, more satisfying relationships, and an increased sense of meaning and perspective. Growth nearly always brings change, and sometimes change (even positive change) can cause stress.

Potential risks of counseling involve recalling unpleasant aspects of your personal history that may bring up distressing thoughts and feelings. Counseling may open up levels of awareness that could cause pain and anxiety. Clients need to know that they may experience changes that could produce disruptions in their lives. I believe it is important to emphasize your personal responsibility in the counseling process. I will make every effort to give you the information you need to make empowered decisions, and assist you in feeling supported as you make them, in order to reach your therapeutic goals. I cannot guarantee that you will meet your goals, but I can assure you I will be your partner in the process. If you have any concerns about your progress or the results of your counseling experience, please talk with me at any time during our work together.

13. Scope of Practice

There are certain types of services requiring specialized training that are outside of my scope of practice. I am unable to provide parenting evaluations, custody evaluations, or "return to duty" testing. I am unable to write letters for service animals or emotional support animals.

Although I will not independently determine either of the following needs, I am happy to collaborate with your Primary Care Physician or Psychiatrist regarding FMLA medical leave and/or disability paperwork.

14. Length of Treatment and Termination of Services

It has been my that some clients only need a few sessions to achieve their goals, while others need months or years. As a client, you are in complete control and may end our counseling relationship at any time. I may decide to terminate our counseling relationship despite your wish to continue. These instances can include: treatment goals have been met, a need exists for special services outside the area of my competency, not scheduling appointments at least every 2 weeks (unless other arrangements have been made in advance), late

cancelling/no-showing for 2 consecutive appointments (or after there has been a pattern of missed appointments), and/or a failure to meet the terms of any of our agreements (including payment of fees). Should the termination be initiated on my part, the reason for termination will be communicated clearly to you, and I will help you create a transition plan.

15. Complaints

If at any time you feel that you have a concern or complaint in counseling, please share it with me. I appreciate constructive feedback. In most cases, a desirable resolution to the issue can be identified and implemented. If for any reason you feel your concern or complaint cannot be resolved with me personally, you have the right to register an official complaint with my licensing board: North Carolina Board of Licensed Professional Counselors, P.O. Box 77819, Greensboro, NC 27417, Phone: 844-622-3572 or 336-217-6007, E-mail: Complaints@ncblpc.org (mailto:Complaints@ncblpc.org)

BY SIGNING BELOW I AM AGREEING THAT I HAVE READ, UNDERSTOOD, AND AGREE TO THE ITEMS CONTAINED IN THIS DOCUMENT AND THAT I CONSENT TO PSYCHOTHERAPY SERVICES.