

# Elda-Rosa Coulthrust, LCMHC, LCAS

## Consent / Tele-Therapy Consent

### FIRST THINGS FIRST - IN CASE OF AN EMERGENCY

If there is an emergency during our work together, or I become concerned about your personal safety, I am required by law and by the rules of my profession to contact someone close to you—perhaps a relative, spouse, or close friend. I am also required to contact this person, or the authorities, if I become concerned about your harming someone else. Please ensure that you have provided the name and information for your emergency contact person.

By providing the information, you are giving consent to contact the person you have provided.

### **PSYCHOTHERAPY PROFESSIONAL DISCLOSURE STATEMENT AND INFORMED CONSENT**

I appreciate you giving me the opportunity to work with you. This information answers some questions regarding the practice of psychotherapy. I believe it is important that you become familiar with how we will work together.

Our work will be most helpful to you when you have a clear idea of what we are trying to do. After you have read this, we will discuss how these issues apply to your own situation. This information will remain in the portal so that you may refer to it again in the future. This information is a part of the Standards of Practice of the North Carolina Board of Licensed Clinical Mental Health Counselors (NCBLMHC) and North Carolina Substance Abuse Professional Practice Board (NCSAPPB).

**About Confidentiality:** In all but a few rare situations, you have the absolute right to confidentiality in your therapy. As your therapist I cannot and will not tell anyone else what you have told me, or even that you are in therapy without your prior permission. You may direct me to share information with whomever you choose (this will require another form to consent to this exchange of information), and you can change your mind and revoke that consent by submitting your written request to me. Under the provisions of the Health Care Information Act of 1992, I will act so as to protect your privacy even if you do give permission to share information about you. You are also protected under the provisions of the Federal Health Insurance Portability and Accountability Act (HIPAA). This law ensures the confidentiality of all electronic transmission of information about you. You have also been provided with the *Notice of Privacy Practices* and you will be asked to confirm receipt of this information for the use and disclosure of protected health information.

**The following are legal exceptions to your right to confidentiality.**

- a) If I have good reason to believe that you are abusing or neglecting a child or vulnerable adult, or if you give information about someone else who is doing this, I must inform Protective Services.
- b) If I believe that you are in imminent danger of harming yourself, I may legally break confidentiality and call 911. We would explore other options before taking this step. However, if at that point you are unwilling to take steps to ensure your safety, 911 will be called.
- c) If I have good reason to believe that you will harm another person, I must attempt to inform that person and warn them of your intentions. I must also contact 911 and ask them to protect your intended victim.
- d) If I am subpoenaed by the court certain information may be disclosed.

**The next is not a legal exception to your confidentiality. However, it is a policy you should be aware of if you are in couple's therapy.** If you and your partner decide to have some individual sessions as part of the couple's therapy, what you say in those individual sessions will be considered to be a part of the couple's therapy, and can and probably will be discussed in our joint sessions. *Do not share anything you want to keep confidential from your partner.*

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## CLIENT RIGHTS AND RESPONSIBILITIES

Therapy is a relationship that works in part because of clearly defined rights and responsibilities held by each person. This frame helps to create the safety to take risks and the support to become empowered to change. As a client in psychotherapy, you have certain rights that are important for you to know about. There are also certain limitations to those rights.

### You Have the Right To:

- Receive respectful treatment that will be helpful to you.
- A safe treatment setting, free from sexual, physical, and emotional abuse.
- Ask for and get information about my qualifications, including my license, education, training, experience, membership in professional groups, special areas of practice, and limits on practice.
- Have written information, before entering therapy, about fees, confidentiality, method of payment, insurance coverage and cancellation policies.
- Share with me aspects of our sessions that you believe are helpful for you and which aspects are not.
- Refuse to answer any question or give any information you choose not to answer or give.
- Ask that I inform you of your progress.
- File a complaint with the government or my professional association if you believe that you have been treated unethically.
- Refuse any treatment offered or suggested.
- End therapy at any time.
- Ask any questions, at any time, about what we do during therapy, and have any therapy procedure or method explained before it is used.
- You have the right to keep what you tell me private. Generally, no one will learn of our work without your written permission. There are some situations in which I am required by law to reveal some of the things you tell me, even without your permission. These exceptions are:
  - If you seriously threaten to harm another person, I must warn that person and the authorities.
  - If a court orders me to testify about you, I must do so.
  - If I have good reason to believe that you are abusing or neglecting a child or vulnerable adult, or if you give me information about someone else who is doing this, I must inform Child Protective Services or Adult Protective Services.
  - If I believe that you are in imminent danger of harming yourself, I may legally break confidentiality and call 911.

**Therapist Background and Approach to Therapy:** Elda-Rosa Coulthrust is a Master's level, multi-licensed therapist with experience in individual, family and group therapy and able to provide services to a variety of clients. Elda-Rosa comes from a strength-based perspective and utilizes each person's strengths in their treatment. Together, the partnership will allow us to determine what therapeutic approaches will be most helpful to you as you work toward increasing your knowledge and tools, facilitating continued growth and development even after therapy has ended.

**What you can Expect from Psychotherapy:** Psychotherapy requires your active involvement. You must be open to exploring the uncomfortable feelings that can be associated with stepping outside your typical way of viewing life, yourself and others, as well as the way you make decisions. In order for you to make progress in your therapy process, you must be open to trust in the therapeutic partnership. It will be important for you to be honest about your feelings, emotions and experiences. Together we will agree on a treatment plan to work toward. In your treatment plan, you will list the areas to work on, your goals and the methods we will use to get there. We will periodically review your goals and progress as we prepare for discharge.

Many different techniques may be utilized in order to work towards increasing your self-awareness and personal growth. Techniques may include dialogue, psycho-education, relaxation, reframing negative thoughts, writing exercises, role-playing scenarios and communication techniques, etc. An important part of your therapy will be

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practicing the skills you will learn. Your therapist will ask you to practice outside sessions, and will work with you to set up homework assignments. You can expect the unfamiliar feelings often associated with change to shift as you begin to incorporate the various techniques into your life and move toward the goals you set.

The process of ending therapy, called “termination,” can be a very valuable part of our work. Stopping therapy should not be done casually, although either of us may decide to end it if we believe it is in your best interest. If you wish to stop therapy, I ask that you agree to meet for at least one session to review your work in therapy. We will review your goals, the work you have done, any future work that needs to be done, as well as your choices. The following are two exceptions to our joint decision to end therapy; (1) If I, in my judgment, am not able to help you, because of the kind of problem you have or because my training and skills fall outside of my scope of expertise, you will be informed of this decision and referred to another professional. (2) If you threaten, verbally or physically, or harass me, I reserve the right to terminate you unilaterally and immediately from treatment.

**About Our Appointments:** We will meet at the time and frequency you have selected as part of your plan. The frequency of our sessions will be a joint decision, however I strongly encourage that for the first month our sessions be weekly so goals may be established and we can develop a working relationship. An appointment is a commitment to our work. If you are late, we may not be able to meet for the full time. A cancelled appointment delays our work. Please try not to miss sessions. When you must cancel, please try to provide at least 48-hour notice.

**Fees and Payment:** Please refer to your EAP / Insurance and/or Counseling platform plan and/or agreement. I am totally removed from your sign up agreement.

**If You Need to Contact Your Therapist:** I encourage you to leave a message, and will return your message as soon as possible. **If you are experiencing an emergency please follow protocols in your area for emergency response such as 911. If you are experiencing a medical or life threatening emergency go to the nearest hospital emergency room or dial 911.** Your therapist may be away from the office several times in the year for various reasons. We will tell you well in advance of any lengthy absences.

**Complaints:** 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. ACA Code of Ethics <https://www.counseling.org/knowledge-center/ethics>

## North Carolina Board of Licensed Clinical Mental Health Counselors (NCBLCMHC)

PO Box 77819

Greensboro, NC 27417

Phone: 844-622-3572 or 336-217-6007

[LCMHCinfo@ncblcmhc.org](mailto:LCMHCinfo@ncblcmhc.org) [www.ncblpc.org](http://www.ncblpc.org)

Teletherapy Informed Consent Addendum – Includes VIDEO SESSIONS, TELEPHONE SESSIONS, ASYNCHRONOUS MESSAGING

Client’s Rights, Risks, and Responsibilities:

Teletherapy - Due to the nature of the technology used, I understand that teletherapy may be experienced somewhat differently than traditional face-to-face /office based therapy. I understand that I have the following rights with respect to teletherapy:

1. I understand that teletherapy is a platform on which my therapist and I will use various devices, including computer, tablet or phone. We will be able to see and hear each other if utilizing video chat, or hear each other if using telephone to interact in real time to engage in psychotherapy. The exchange asynchronous messaging may be an option depending on the platform.
2. I understand that the policy of my therapist is to use secure features on a platform *such as* doxy.me (<https://doxy.me/12EVOLVE>) which is encrypted to the federal standard, and HIPAA compliant. The platform is responsible for keeping any video conferencing confidential and secure when using this platform. I understand that Skype, FaceTime, and other platforms will not be used unless requested by you.

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3. I understand that when I am engaged in teletherapy, it is my responsibility to choose a secure location to ensure that family, friends, employers, co-workers, strangers, or hackers cannot overhear my communications or have access to the technology or devices I am using.
4. I understand that, on my end, it is my responsibility to make sure that I am using a private and encrypted WiFi, (never a public WiFi) and that my devices have protections like firewalls, anti-virus software, and are password protected. I understand that my therapist is using the same standards on their devices to protect my privacy and confidentiality.
5. I understand that my therapist may only use teletherapy in states where they are licensed even though I may be in other locations. For example, I understand that only clinicians licensed to practice in North Carolina, per the law, may practice therapy in North Carolina.
6. I understand that my therapist is contracted with the company who referred you and does not accept payments off of the platform or handle any financial or billing matters related to telehealth sessions. Any matters pertaining to billing or receipts need to be directed to the company who referred you.
7. I understand there may be risks to teletherapy, including but not limited to: poor internet connections, technical difficulties, power failures in the middle of a session, etc.
8. I understand that I can discontinue teletherapy sessions and revoke this authorization at any time without affecting my right to future care or treatment. I also understand that my therapist has the right to discontinue teletherapy sessions if it becomes apparent that treatment with the therapist would be more appropriate.
9. I understand that I may benefit from teletherapy sessions, but that results cannot be guaranteed nor assured.
10. I accept that teletherapy is not an emergency service. If I am experiencing an emergency situation, I understand that I can call 911 or proceed to the nearest hospital emergency room for help. If I am having suicidal thoughts or making plans to harm myself, I can call the National Suicide Prevention Lifeline at 1.800.273.TALK (8255) for free 24-hour hotline support.
11. Clients who are actively at risk of harm to self or others are not suitable for teletherapy. If this is the case or becomes the case in future, my therapist will recommend more appropriate services.
12. I understand that dissemination of any personally identifiable images or information from the teletherapy interaction to researchers or other entities shall not occur without my written consent.
13. I understand that this informed consent for teletherapy is only in addition to my Informed Consent for Services and does not replace it.
14. I will not record any teletherapy sessions without written consent from the provider. I will inform the provider if any other person can hear or see any part of our session before the session begins. The provider will not allow any other person to hear or see any part of our session.
15. I understand that I, not the provider, am responsible for providing and configuring any electronic equipment used on my computer that is used for teletherapy. I understand that it is my responsibility to ensure the proper functioning of all electronic equipment before my session begins

## Informed Consent

I have read The Professional Disclosure Statement and I understand and accept the policies contained therein. Having read that information, I hereby agree to participate in treatment. I understand that I may revoke this consent at any time and that my involvement in therapy is completely voluntary. I have also received, have read (or have had read to me), and understand the Client Rights and Responsibilities. I have discussed those points I did not understand, and have had my questions, if any, fully answered.

By signing below, I understand and agree with all of the statements contained in the document.