# Michael W. Nuckolls, LCMHC, NCC

**Counseling Disclosure Statement** 



## **Counseling Credentials and Background**

Bachelor of Arts, University of North Carolina-Chapel Hill, May 1992
Master of Divinity, Campbell University, May 2003
Master of Arts in Counseling, Wake Forest University, May 2007
National Certified Counselor (#227039), National Board of Certified Counselors, November 2007
North Carolina Licensed Clinical Mental Health Counselor (#8354), December 2010
South Carolina Professional Counselor Telehealth Provider (#722), August 2023

### **Client Population and Services Offered**

I have been counseling adults (ages 18+), adolescents (ages 13-17), and families who are experiencing difficulties affecting their behavior, thoughts, and feelings since 2007. Therapy methods are always centered on the client's needs, strengths, and personality and may include cognitive-behavioral (which target thought and behavior responses to certain events) and/or existential (which foster meaning in life) therapies.

### **Counseling Sessions/Fees for Services**

Counseling sessions are offered as follows:

60 Minutes \$140 45 Minutes \$110 30 Minutes \$ 90

Fees are due at each session or billable to your health insurance provider following my contracted participation as an approved provider and your plan's payment guidelines. Clients are responsible for any fees, copayments, co-insurance, or amounts applied to deductibles that are not reimbursed by insurance plans unless adjusted by agreement between the counselor and insurer. Cash, check, and credit/debit cards are accepted. The number of sessions necessary will be determined in conjunction with the client based on progress on resolving issues and goal completion.

#### **Diagnosis**

In order to provide appropriate counseling services, a diagnosis may be necessary. Mental health diagnoses will be made according to criteria found in the Diagnostic and Statistical Manual of Mental Disorders (DSM-5) and will become a permanent part of your healthcare record.

## Confidentiality

Any discussions in a counseling relationship are confidential and will not be shared with others except under certain circumstances. Notes or records related to counseling will be maintained in a secure area. Exceptions to confidentiality may include:

- If the counselor believes the client poses a danger to themselves or to others, including the spread of contagious or life-threatening disease;
- If the counselor believes that abuse, neglect, or the endangerment of a child or elder person has or may occur;
- If the counselor is ordered by a court to share information, or;
- If the client or parent/guardian of a minor grant the counselor written permission to share information.

### **Benefits and Risks**

By working with me, clients may understand and better apply behaviors, thoughts, and feelings to choose positive behaviors, perform better in school or work, feel better about themselves and their future, and have better relationships. Counseling is a process with the key to improvement being openness and willingness to change along with practice of skills and interventions being taught. Risks involved with counseling include bringing up uncomfortable emotions due to the nature of discussing challenges and exploring problems. In addition, sharing about issues and struggles that one does not normally reveal may cause discomfort or anxiety. If these or other uncomfortable feelings arise, please let me know so that we may address them.

Revised 01/12/2025

### **Subpoenas and Testimony**

My primary focus is on maintaining a trusting relationship with and improving the well-being of clients. If I am subpoenaed to share information or testify in court about a client, I will initially request being excluded from sharing client information or testifying. This is based on the belief that revealing client confidential information in any forum is potentially damaging to the counseling relationship and could be harmful to clients. If, however, I am compelled by court order to share information or testify, the client or client's parent/guardian with whom the subpoena originated will be responsible at the rate of \$200 per hour, billed in hour increments, for any and all time spent responding to the subpoena, preparing information/testimony, and/or testifying. Upon receipt of a subpoena, a retainer of \$1,200 from the originating client or parent/guardian will be required.

## **Registering Complaints**

If at any time you are disappointed or concerned with my counseling performance or the practices employed, please contact me to discuss your concerns. If we are unable to resolve issues together and you have ethical concerns, formal complaints may be directed to the North Carolina Board of Licensed Clinical Mental Health Counselors in writing by filing a complaint form available, along with filing guidelines, at https://ncblcmhc.org/. You may also contact the Board at P.O. Box 77819 Greensboro, NC 27417, Phone: (336) 217-6007.

I have read and understand the above counseling disclosure statement.		
Client	Parent/Guardian (if applicable)	Date
Counselor	Date	



# Your Information. Your Rights. Our Responsibilities.

This notice describes how medical information about you may be used and disclosed and how you can get access to this information. **Please review it carefully.** 

### **Your Rights**

You have the right to:

- Get a copy of your paper or electronic medical record
- Correct your paper or electronic medical record
- · Request confidential communication
- · Ask us to limit the information we share
- Get a list of those with whom we've shared your information
- Get a copy of this privacy notice
- Choose someone to act for you
- File a complaint if you believe your privacy rights have been violated

#### **Your Choices**

You have some choices in the way that we use and share information as we:

- Tell family and friends about your condition
- · Provide disaster relief
- Include you in a hospital directory
- Provide mental health care
- Market our services and sell your information
- Raise funds

#### **Our Uses and Disclosures**

We may use and share your information as we:

- Treat you
- Run our organization
- · Bill for your services
- · Help with public health and safety issues
- Do research
- Comply with the law
- Respond to organ and tissue donation requests
- Work with a medical examiner or funeral director
- Address workers' compensation, law enforcement, and other government requests
- Respond to lawsuits and legal actions

l acknowledge that I have been offered and/or accepted a copy of HIPAA privacy rules.		
Signature:	Date:	

# **Your Rights**

When it comes to your health information, you have certain rights. This section explains your rights and some of our responsibilities to help you.

#### Get an electronic or paper copy of your medical record

- You can ask to see or get an electronic or paper copy of your medical record and other health information we have about you. Ask us how to do this.
- We will provide a copy or a summary of your health information, usually within 30 days of your request.
   We may charge a reasonable, cost-based fee.

## Ask us to correct your medical record

- You can ask us to correct health information about you that you think is incorrect or incomplete. Ask us how to do this.
- We may say "no" to your request, but we'll tell you why in writing within 60 days.

# Request confidential communications

- You can ask us to contact you in a specific way (for example, home or office phone) or to send mail to a different address.
- We will say "yes" to all reasonable requests.

#### Ask us to limit what we use or share

- You can ask us not to use or share certain health information for treatment, payment, or our operations.
   We are not required to agree to your request, and we may say "no" if it would affect your care.
- If you pay for a service or health care item out-of-pocket in full, you can ask us not to share that
  information for the purpose of payment or our operations with your health insurer. We will say "yes"
  unless a law requires us to share that information.

#### Get a list of those with whom we've shared information

- You can ask for a list (accounting) of the times we've shared your health information for six years prior to the date you ask, who we shared it with, and why.
- We will include all the disclosures except for those about treatment, payment, and health care
  operations, and certain other disclosures (such as any you asked us to make). We'll provide one
  accounting a year for free but will charge a reasonable, cost-based fee if you ask for another one within
  12 months.

#### Get a copy of this privacy notice

You can ask for a paper copy of this notice at any time, even if you have agreed to receive the notice electronically. We will provide you with a paper copy promptly.

# Choose someone to act for you

- If you have given someone medical power of attorney or if someone is your legal guardian, that person can exercise your rights and make choices about your health information.
- We will make sure the person has this authority and can act for you before we take any action.

## File a complaint if you feel your rights are violated

 You can complain if you feel we have violated your rights by contacting us using the information on page 1.

- You can file a complaint with the U.S. Department of Health and Human Services Office for Civil Rights by sending a letter to 200 Independence Avenue, S.W., Washington, D.C. 20201, calling 1-877-696-6775, or visiting www.hhs.gov/ocr/privacy/hipaa/complaints/.
- We will not retaliate against you for filing a complaint.

# **Your Choices**

For certain health information, you can tell us your choices about what we share. If you have a clear preference for how we share your information in the situations described below, talk to us. Tell us what you want us to do, and we will follow your instructions.

In these cases, you have both the right and choice to tell us to:

- Share information with your family, close friends, or others involved in your care
- Share information in a disaster relief situation
- Include your information in a hospital directory

If you are not able to tell us your preference, for example if you are unconscious, we may go ahead and share your information if we believe it is in your best interest. We may also share your information when needed to lessen a serious and imminent threat to health or safety.

In these cases we never share your information unless you give us written permission:

- Marketing purposes
- Sale of your information
- Most sharing of psychotherapy notes

In the case of fundraising:

• We may contact you for fundraising efforts, but you can tell us not to contact you again.

# **Our Uses and Disclosures**

# How do we typically use or share your health information?

We typically use or share your health information in the following ways.

#### Treat you

We can use your health information and share it with other professionals who are treating you.

Example: A doctor treating you for an injury asks another doctor about your overall health condition.

# Run our organization

We can use and share your health information to run our practice, improve your care, and contact you when necessary.

Example: We use health information about you to manage your treatment and services.

### Bill for your services

We can use and share your health information to bill and get payment from health plans or other entities.

Example: We give information about you to your health insurance plan so it will pay for your services.

# How else can we use or share your health information?

We are allowed or required to share your information in other ways – usually in ways that contribute to the public good, such as public health and research. We have to meet many conditions in the law before we can share your information for these purposes. For more information see:

www.hhs.gov/ocr/privacy/hipaa/understanding/consumers/index.html.

## Help with public health and safety issues

We can share health information about you for certain situations such as:

- Preventing disease
- Helping with product recalls
- Reporting adverse reactions to medications
- · Reporting suspected abuse, neglect, or domestic violence
- Preventing or reducing a serious threat to anyone's health or safety

#### Do research

We can use or share your information for health research.

# Comply with the law

We will share information about you if state or federal laws require it, including with the Department of Health and Human Services if it wants to see that we're complying with federal privacy law.

### Respond to organ and tissue donation requests

We can share health information about you with organ procurement organizations.

#### Work with a medical examiner or funeral director

We can share health information with a coroner, medical examiner, or funeral director when an individual dies.

### Address workers' compensation, law enforcement, and other government requests

We can use or share health information about you:

- For workers' compensation claims
- For law enforcement purposes or with a law enforcement official
- With health oversight agencies for activities authorized by law
- For special government functions such as military, national security, and presidential protective services

# Respond to lawsuits and legal actions

We can share health information about you in response to a court or administrative order, or in response to a subpoena.

# Our Responsibilities

We are required by law to maintain the privacy and security of your protected health information.

- We will let you know promptly if a breach occurs that may have compromised the privacy or security of your information.
- We must follow the duties and privacy practices described in this notice and give you a copy of it.
- We will not use or share your information other than as described here unless you tell us we can in writing. If you tell us we can, you may change your mind at any time. Let us know in writing if you change your mind.

For more information see: www.hhs.gov/ocr/privacy/hipaa/understanding/consumers/noticepp.html.

# **Changes to the Terms of this Notice**

We can change the terms of this notice, and the changes will apply to all information we have about you. The new notice will be available upon request, in our office, and on our web site.

## Other Instructions for Notice

We never market or sell personal information.

Contact:

Mike Nuckolls
Newcastle Counseling & Development, PLLC
3000 Bethesda Place, Suite 301
Winston-Salem NC 27103
(336) 745-5087
mike@newcastlecounseling.com