

## **Declaration of Practices and Procedures**

**Misty Hencke, MS, LPC-S**

**Hope Healing Joy Counseling Center, LLC 1003 S Hugh Wallis Rd, BLDG E**

**Lafayette, LA 70508**

**337-534-8140**

### **Qualifications**

I earned a Master of Science in Counselor Education from the University of Louisiana at Lafayette in 2008.

I am a Licensed Professional Counselor Supervisor #4194 with the LPC Board of Examiners. The LPC Board of Examiners can be reached by phone at 225.765.2515 and is located at 8631 Summa Avenue, Baton Rouge, LA 70809.

### **The Counseling Relationship**

I see counseling as a collaborative experience. In this process, we will work together to identify goals, identify blocks to reaching those goals and address the issues that are preventing goals from being reached.

### **Areas of Expertise**

I have a general practice working mainly with adult individuals and group members who are seeking help with anxiety, disengaging from dysfunctional relationships and/or patterns, decision making, depression, fear, low self-esteem, perfectionism, and stress.

If your issues are in an area that I don't feel qualified to treat, I will discuss this with you and attempt to refer you to a professional who is better qualified to treat you

#### **Fee Scales**

Intake Sessions (55 minutes) \$150

Therapy Sessions (55 minutes) \$135

LPC-S Sessions (55 minutes) \$75.00

Group Sessions (90 minutes) \$45.00

Group Sessions (60 minutes) \$35.00

Insurance rates will be honored as per individual plan policies.

\_\_\_\_\_ Check here for a Good Faith Estimate.

Private pay or uninsured have the right to a "Good Faith Estimate" which explains how much your medical and mental health care will cost. Under the law health care providers need to give patients who don't have insurance or are not using insurance and estimate of the expected charges for medical services. You have the right to receive a Good Faith Estimate before you schedule a service. If you receive a bill that is at least \$400 more than your Good Faith Estimate, you can dispute the bill. Make sure you have copy of your Good Faith Estimate. For more information, [www.cms.gov/nosurprises](http://www.cms.gov/nosurprises) or call (800) 985-3059.

Payment is due at time of session. All payments must be paid to Hope Healing Joy Counseling Center, LLC. Acceptable means of payment: Cash, Check, Credit Card. If choosing to pay by check, please make checks out in advance of your session. If your check is returned by your bank, you will be charged an additional \$15.00.

Appointments are typically set at the close of each session. I see clients Tuesday, Wednesday and Friday from 9am-5pm. Appointments may be scheduled, rescheduled or cancelled with Misty Hencke or the receptionist during normal business hours. If your call is not answered, please leave a message and we will return your call within a business day.

Please be on time for your appointment as other clients may be scheduled after your appointment. If you are late for your session, the session will end at the scheduled time and you may be responsible for the entire fee. If you must cancel an appointment, please do so 24 hours in advance. You may be charged your appointment fee for appointments broken or not cancelled. A session is considered cancelled if you are more than 15 minutes late for an appointment.

### **Contact Policy**

You may reach me with the number provided. If you are unable to reach me, you may leave a message and I will return your call when possible. I prefer to communicate with you by phone. If you choose to email or text, be advised that they are not secure forms of communication. (In other words, people could come in contact with your information as it passes through servers, towers, etc.) If you selected to be contacted by text, our receptionist is available Mon-Thurs 9 to 2 for changes, cancellations, and availability of appointments. Text received outside of these hours may not be answered until reception business hours resume. To protect your confidentiality, we ask that you do not send confidential information.

### **Social Media Policy**

Although it is our policy not to have contact with clients through personal social media, you are welcome to connect with me on my professional page [facebook.com/mistyhenckehopehealingjoy](https://www.facebook.com/mistyhenckehopehealingjoy) or center page [facebook.com/hopehealingjoy](https://www.facebook.com/hopehealingjoy). Please note that my social media sites are public. If you “like” my page, it will appear on your social media profile and can be viewed publicly. Your “likes” and comments on my page are also public.

### **Services offered and Clients Served**

My therapeutic approach involves growth, unfolding and full development of the individual within a gentle and non-judgmental atmosphere. As a client you will have the opportunity to overcome blocks where upon you can become free to make decisions, experience personal power, and create a new and more satisfying life.

I see clients of various ages and backgrounds, however, I do not see children. I am skilled in individual and group therapy addressing anxiety, disengaging from dysfunctional relationships and/or pattern, divorce, decision making, depression, fear, low self-esteem, perfectionism and stress.

### **Code of Conduct**

As a Counselor, I am required by state law to adhere to the Code of Conduct for practice that has been adopted by my licensing Board. A copy of this Code of Conduct is available upon request.

### **Confidentiality**

One of the primary responsibilities is to protect your rights to privacy. This means that the material revealed in counseling will remain strictly confidential with these exceptions:

1. I must disclose information to a third party if I learn of any potential abuse or neglect of a child or elderly person (60 years or older) or if you pose a danger to yourself or others
2. Third-party disclosure can result from a court-mandated directive
3. At your request and written consent, I may release information to specified third party members

Please be aware that we are located in an office building, sharing walls with other therapists. While we have taken measures to ensure your confidentiality (using sound machines and music to mask voices) we cannot guarantee that you won't be heard by others in the building. If voices are raised, there is a chance they will be heard through the walls. In addition for the security of our office, staff and clients, we have security cameras located in common areas. Any material obtained from a minor client may be shared with client's parent or guardian.

It is my policy to assert privileged communication and consult with my clients unless in case of an emergency before mandated disclosure. I will also promptly notify clients of such mandates.

Only when permission is granted will I disclose material gained in individual sessions when working in a couple or group session. Material that is obtained in sessions with minor may be shared with the minor's parents or guardians.

### **Emergency Situations**

If there is an emergency (i.e. want to harm self or others) that arises, please seek help through hospital emergency room facilities or by calling 911.

Suicide Hotline: 1-800-SUICIDE

Lafayette General Hospital: 337-289-7991 Women's and Children Hospital: 337-521-9100

University Hospital and Clinics: 337-261-6000 Our Lady of Lourdes: 337-470-2000

### **Client Responsibilities**

You may be given homework and handouts. I recommend that you practice the skills, review handouts, and complete homework assignments outside the session as this will accelerate your progress in therapy. In addition, you may share with me dreams you feel are important, take notes on the clipboard provided on the end table, or bring an agenda of areas you want help with in your therapy. These are not required but will accelerate and add depth to your therapy.

Please notify me if you are not getting what you want out of your therapy sessions because your satisfaction in the process is very important. If you would like to see another therapist or mental health provider, please let me know so that our counseling relationship can be terminated. If you are currently seeing another mental health provider, notify myself and the other mental health provider because permission must be granted by the first therapist for the second to work with the same client.

### **Potential Counseling Risk**

In the therapy process, you may decide to make changes in your personal life, family, or career. Although this process is often fun and exciting it can also be challenging, difficult and painful. Problems that you were not aware of may even surface during your counseling process. If this occurs, please share those concerns with me so you can reach the goal of living a more fulfilling life.

### **Physical Health**

Your physical health can affect your emotional health and vice versa. It is recommended that you get a yearly physical examination every year. Please provide me with a list of any medications that you are currently taking.

Please note that we may contact a prescribing physician in order to assist you in having comprehensive medical treatment. You may wave this right at any time.

### **Record Keeping Policy**

I retain records for 7 years post discharge, or for 7 years after majority age. At that time, your records will be shredded or digitally deleted.

I also keep and store electronic records for each client in a record-keeping system produced and maintained by TherapyNotes. This system is "cloud-based", meaning the records are stored on servers which are connected to the Internet. Here are the ways in which the security of these records are maintained:

- I have entered into a HIPPA Business Associate Agreement with TherapyNotes. Because of this agreement, TherapyNotes is obligated by federal law to protect these records from unauthorized use or disclosure.

- The computers on which these records are stored are kept in secure data centers, where various physical security measures are used to maintain the protection of the computers from physical access by unauthorized persons.
- TherapyNotes employs various technical security measures to maintain the protection of these records from unauthorized use or disclosure.

• For details visit <https://www.therapynotes.com/about/features/#ScrollTo=insurance-hippa-compliance>

• I have my own security measures for protecting the devices that I use to access these records:

o On computers, I employ firewalls, antivirus software, passwords, and disk encryption to protect the computer from unauthorized access and thus to protect the records from unauthorized access.

o With mobile devices, I use passwords, remote tracking, and remote wipe to maintain the security of the device and prevent unauthorized persons from using it to access my records. Here are things to keep in mind about my record-keeping system:

- While my record-keeping company and I both use security measures to protect these records, their security cannot be guaranteed.
- Some workforce members at TherapyNotes, such as engineers or administrators, may have ability to access these records for the purpose of maintaining the system itself. As a HIPAA Business Associate, TherapyNotes is obligated by law to train staff on the proper maintenance of confidential records and to prevent misuse or unauthorized disclosure of these records. This protection cannot be guaranteed, however.
- Our receptionist has access to text, email, and TherapyNotes to schedule appointments and handle billing, but your records are password protected and she cannot access them.
- My record-keeping company keeps a log of my transactions with the system for various purposes, including maintain the integrity of the records and allowing for security audits. These transactions are kept until we choose to delete them.

In case I am suddenly unable to continue to provide professional services or to maintain client records due to incapacitation or death, I have designated a colleague who is a licensed professional counselor as my professional executor. If I die or become incapacitated, my professional executor will be given access to all of my client records and may contact you directly to inform you of my death or incapacity; to provide access to your records; to provide counseling services if needed; and/or to facilitate continued care with another qualified professional if needed. If you have any questions or concerns about this counseling executor arrangement, I will be glad to discuss them with you.

### **Court Fees and Court Appearances**

For those clients involved in the legal system (i.e, custody situations or lawsuits), it is your responsibility to inform Misty Hencke, MS, LPC-S prior to your first session or upon recognition that legal involvement will take place. Clients are required to review and sign this document before any records will be released, letters sent, testimony or depositions are to be released and/or complied with.

Misty Hencke is NOT a court appointed evaluator of custody and CANNOT determine the living arrangements of your children. Parents should be aware that the best therapeutic relationship occurs in a space in which you and your child feel safe to share with honesty and openness. Involving the legal system interrupts this relationship and can be a psychological risk. Misty Hencke STRONGLY discourages clients from having Misty Hencke release confidential information about the counseling session or testify on your behalf.

If Misty Hencke receives a subpoena from your attorney or the opposing attorney, the client is responsible for the additional fees outlined below. Please note, that if testimony is REQUIRED by a JUDGE, testimony may not be in your favor or best interest. Misty Hencke can only testify

to facts and professional opinions. Testimony will NOT be given if it is not REQUIRED by a JUDGE.

- Letters to attorneys, judge, or court official: \$100
- Filing a document with the court: \$100
- Preparation time (i.e Submission of records): \$135 per hour
- Phone calls (only granted by subpoena from Judge): \$135 per hour
- Depositions (only granted by subpoena from Judge): \$270 per hour

- Time required in giving testimony (only granted by subpoena from Judge): \$270 per hour
- Mileage: \$.40 per mile
- All attorney fees and costs incurred by therapist as a result of legal action required.

If a subpoena or notice to meet with an attorney is received with less than 72 hours notice, an additional \$500 charge will be required.

### **No Show/Cancellation Policy**

Misty Hencke, MS, LPC-S requires 24 hour notice of cancellation of appointments. Failure to cancel 24 hours before scheduled appointment will result in a fee. The client will be responsible for \$50 for cancellations until the client reaches 3 or more missed appointments in a calendar year. At this point, the client will be held responsible for the entire session fee of \$135. You may be asked to put a card on file and will be notified when card is charged for appointments missed. Client relationship may be terminated until debt is paid and credit card on file for future absences.

To cancel or reschedule appointments you may contact the office by: phone 337-534-8140, text 337-739-8562 or email [info@hopehealingjoy.hush.com](mailto:info@hopehealingjoy.hush.com). You may leave a message at any of the above.

Thank you for understanding and respecting the time of Misty Hencke, MS, LPC-S and other clients by adhering to this policy.

### **Physical Health**

Your physical health can affect your emotional health and vice versa. It is recommended that you get a yearly physical examination every year. Please provide me with a list of any medications that you are currently taking.

Please note that we may contact a prescribing physician in order to assist you in having comprehensive medical treatment. You may wave this right at any time.

I, \_\_\_\_\_, have read the Declaration of Practice and Procedures of Misty Hencke, MS, LPC-S and my signature indicates my full informed consent to services provided by Misty Hencke, MS, LPC-S.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Clinician's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

\_\_\_\_\_