

## Declaration of Practices and Procedures

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**This document is to inform you about certain basic aspects of the helping relationship we may establish. Please read it thoroughly and carefully. Feel free to ask me any questions or seek clarification about any of the following statements before signing it.**

**Qualifications:** I earned a Master of Science degree in Community Mental Health Counseling from the University of Louisiana at Lafayette in 2012. I am an LPC (LPC# 5578) registered with the Louisiana Professional Counselors Board of Examiners (11410 Lake Sherwood Ave. North Suite A, Baton Rouge, LA, 70816, 225-295-8444).

**Counseling Relationship:** Counseling is a collaborative relationship between me, the licensed professional counselor, and you, the client. I listen to and assess with you acceptable and achievable routes for improvement in your journey, options to reach a more efficient and balanced functioning at work, school, and home, and encourage growth and wellness in all areas of life while tracking successes with you. I additionally challenge perceptions, and through our work together in our collaborative alliance, promote emotional processing, behavioral change, in both a values-based and integrative approach that occasionally requires solution-focused responses to problems.

**Areas of Focus:** Areas of focus involve individual counseling on a case-by-case basis. I have utilized multiple theories including Cognitive Behavior Therapy (CBT), Solution-Focused Brief Therapy (SFBT), Mindfulness techniques, DBT Techniques, and psychoeducation. I approach counseling from a holistic mindset. We may discuss family issues, social relationships, place of work concerns, sexual and/or orientation-based concerns, gender concerns, spiritual factors, cultural factors, and an array of different issues that face us during difficult transition periods or periods of ongoing difficulty, as well as other topics. Additionally, I may use a cognitive-behavioral approach that explores patterns of thoughts and actions in order to understand problem areas and to develop solutions and proactive responses to them over a short or long-term period, depending on treatment need. I meet with clients from ages 18 and up from multiple backgrounds.

**Fees and Office Procedures:** Session fees are \$150 initial and \$135 for individuals for 53-minute sessions. I currently accept Blue Cross and Blue Shield, Aetna, Optum, and Cigna insurance plans. Appointments must be cancelled by speaking with a receptionist before 5pm on the previous business day of the scheduled appointment. If your call is not answered, please leave a message. If not cancelled prior to the day of the appointment, the first session missed fee is \$50. Subsequent missed appointment fees are the full session price which is charged to the form of payment on file. Client relationship may be terminated until debt is paid and a credit card put on file for future absences. *Insurance does not cover missed or "late cancel" appointments.* Appointments must be paid before scheduling or attending another session. If your check is returned to your bank, you will be charged an additional \$15.00. You have 15 minutes to arrive to your scheduled appointment before it is considered a no-show. If you are late for your session, the session will still end at the scheduled end time, and you will still be responsible for the entire fee. Please call the office if you know you will be late, so they can notify your therapist. The receptionist is available Monday-Friday from 9:00am-4:00pm. Keep in mind that our support staff is not available outside of these hours, even if you and your therapist decide to schedule an evening, weekend, or early morning appointment. You have the option to receive appointment reminders via text and/or email. This is only a courtesy reminder, not a confirmation. If the technology fails, and you do not receive a reminder, you are still responsible for paying for the time you schedule.

\_\_\_\_\_ **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.

**Insurance:** If your insurance plan does not pay for your session within 60 days you are responsible for paying for services rendered. This is for any reason (examples: service not covered by insurance, claim denied or rejected, plan not active, or any reason). We can only file with your primary insurance company. We are unable to file with secondary insurance companies. You have the option of filing with secondary insurance on your own.

**Legal Proceedings:** For those clients involved in the legal system (i.e, custody situations or lawsuits), it is your responsibility to inform Jennifer Hess, MS, LPC 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.

Jennifer Hess 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. Jennifer Hess STRONGLY discourages clients from having Jennifer Hess release confidential information about the counseling session or testify on your behalf.

If Jennifer Hess 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. Jennifer Hess 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.

**Technology:** While secure methods to protect your information are in place, know that online systems can be breached.

**Code of Conduct:** As a Licensed Professional Counselor, I am required by law to adhere to the Louisiana State Code of Conduct for practice as a LPC that has been adopted by my licensing board, the Louisiana Professional Counselors Board of Examiners. A copy of the Code of Conduct is available to you upon request.

**Confidentiality:** Material revealed in therapeutic counseling will remain strictly confidential except for material shared with my Supervisor and under the following circumstances, in accordance with State law:

1. The client signs a written release of information indicating informed consent of such release.
2. The client expresses intent to harm him/herself or someone else.
3. There is reasonable suspicion of abuse/neglect against a minor child, elderly person (60 years of age or older), or dependent adult.
4. A court order is received directing the disclosure of information.
5. Diagnosis, services provided, date of services and other information as necessary will be provided to your insurance company
6. Case consultation
7. Client brings any public charges against licensee

Information from a client that is not a minor may be shared with the spouse or family members with written permission.

In the case of a minor, parents will receive information as per request, but parents are often asked to discuss with the counselor the need for privacy to ensure the best therapeutic outcome for the minor. Please be aware that if a child reports any issue of abuse, counselors are mandated reporters and are required to report this abuse.

It is my policy to assert privileged communication on behalf of the counseling client and the right to consult with the client if at all possible, except during an emergency, before mandated disclosure (e.g. legal proceedings, such as court appearances.) I will endeavor to apprise clients of all mandated disclosures as conceivable.

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.

**Emergency Situations:** Contact 911 in the event of an emergency or seek help through hospital emergency room facilities, such as Lourdes After Hours at 337-981-5058. If you are unable to immediately attend a hospital or fear self-harm, please use another contact hotline as an intermediary until you can receive help, such as the National Suicide Prevention Lifeline at 1-800-273-8255.

**Client Responsibilities:** I work to make the counseling environment a safe place. I see counseling as a collaborative relationship with therapeutic possibilities, and so you, the client, are a partner in the process. Your honesty and effort are essential to success. If any suggestions or concerns arise while we work together, I ask you to share these with me so that we can make the necessary adjustments. If it develops that you would be better served by another resource, I will help you to contact that resource and will work to make that transition as easy and helpful as professionally possible to ensure you receive the best treatment option. If you begin seeing any other mental health professional while also working with me, please inform me so that with your granted permission, we can coordinate services for your benefit.

**Physical Health:** Many times, our physical health affects the other aspects of our lives without our knowing. For that reason, it is suggested that clients receive a physical checkup prior to follow up appointments and that all medications are disclosed to the therapist. Please note that we may contact a prescribing physician in order to assist you in having comprehensive medical treatment. You may waive this right at any time.

**Potential Counseling Risk:** You should be aware that counseling poses potential risks. In the course of working together, additional problems may surface of which you were not initially aware or previous issues may resurface as well. If this occurs, feel free to share these concerns with me. Feel free to ask questions or seek clarification on any of the above statements.

### **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:

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.

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.

I have read the Declaration of Practices and Procedures of Jennifer Hess, MS, LPC and my signature below indicates my full informed consent for myself (or my child/minor in my care) to services provided by Jennifer Hess, MS, LPC. I am aware that Mrs. Hess may consult with colleagues in order to best serve me.