

Declaration of Practices and Procedures

Ryan Winters MS, LPC, NCC

Hope Healing Joy Counseling Center

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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's of Science degree in Counselor Education from the University of Louisiana at Lafayette in 2014. I am an LPC (LPC# 6027) 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 myself, 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), Existential therapy, affirmative LGBT practices, Eye Movement Desensitization and Reprocessing (EMDR), Mindfulness work, Internal Family Systems (IFS) and/or Dialectical Behavior Therapy (DBT), and techniques from Gestalt therapy such as empty chair and role-

play. We may discuss family issues, social relationships, place of work concerns, sexual and/or orientation-based concerns, gender concerns, spiritual 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. Sometimes I provide psycho-educational information about values assessment, diagnosis, substance or behavioral addictions, anxiety and/or depression, LGBT concerns and issues, as well as other helpful information for further reading about an issue affecting the client. I meet with clients from adolescent ages to adults entering their late 70s, all from multiple backgrounds.

Fees and Office Procedures:

Intake Sessions (55 minutes) \$150

Therapy Sessions (55 minutes) \$135

Insurance rates will be honored as per individual plan policies.

Payment is due at time of session. All payments must be paid to Ryan C. Winters, LLC. 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. Cash, check, and MC/VISA, American Express/Discover are accepted.

_____ Check here if interested in 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 or call (800) 985-3059.

Appointments are typically set at the close of each session. I have morning and afternoon appointments available Monday – Thursday between the hours of 9:30am and 5pm.

Appointments may be scheduled, rescheduled, or cancelled by calling the number above. If your call is not answered, you may leave a message and your call will be returned as soon as possible.

Appointments must be cancelled by speaking with a receptionist before 2pm on the previous business day of the scheduled appointment. If not, the full session fee may be charged to the form of payment on file. Insurance does not cover missed or “late cancel” appointments.

Appointments must be paid before scheduling or attending another session. You have 7 minutes to arrive to your scheduled appointment before it is considered a no-show.

Please call the office if you know you will be late, so they can notify your therapist. The receptionist is available Mondays-Friday from 9am -4pm. 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. 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.

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.) To protect your confidentiality we ask that you do not send confidential information.

Parent Consultation: I consult with parents after sessions with children and adolescents.

Social Media: It is my policy not to have contact with clients through personal social media. Please note that my professional 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.

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 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 businesses. 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.

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, Women's and Children's Hospital (337) 521-9100, University Hospital and Clinics (337) 261-6000.

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.

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.

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 physical records for 7 years post discharge, or for 7 years after majority age. At that time, your records will be shredded.

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 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 is maintained:

* I have entered into a HIPAA 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>
- 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 the 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 their 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 *TherapyNotes* to schedule appointments for me, 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 maintaining the integrity of the records and allowing for security audits. These transactions are kept until we choose to delete them.

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 Ryan Winters, 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.

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

If Ryan Winters 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. Ryan Winters 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: Ryan Winters, MS, LPC 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 will be asked to put a card on file and will be notified when the card is charged for appointments missed. The client relationship may be terminated until the debt is paid and, if the payment form is canceled or denied, a new credit card is kept on file for the future. Note that late arrival past 7 minutes is considered a no show due to insurance requirements for face-to-face contact. To cancel or reschedule appointments please contact the office by: phone 337-534-8140, text 337-739-8562 or email info@hopehealingjoy.hush.com. You may leave a message at any of the above. Thank you for understanding and respecting the time of Ryan Winters, MS, LPC and other clients by adhering to this policy.

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

Adult Consent:

I, _____, have read the Declaration of Practice and Procedures of Ryan Winters, MS, LPC and my signature indicates my full informed consent to services provided by Ryan Winters, MS, LPC.

Signature: _____

Date: _____

Minor Consent:

I, _____, (Parent/Legal Gaurdian) have read the Declaration of Practice and Procedures of Ryan Winters, MS, LPC and my signature indicates my informed consent to services provided by Ryan Winters, MS, LPC to treat _____ (Minor's name).

Signature: _____

Date: _____

Clinician's Signature: _____

Date: _____