

# Declaration of Practices and Procedures

## Sheree Breaux, LPC-S, NCC, CSOTP

Hope Healing Joy, LLC

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337-534-8140

The purpose of this document is to inform you about certain basic aspects of the counseling relationship that we hope to establish. Please read it thoroughly and carefully. Feel free to ask me any questions or seek clarification about any of the following before signing it.

**Qualifications:** I earned a Master of Science degree in Counselor Education from the University of Louisiana At Lafayette in 2013. I am licensed as a LPC # 5854 registered with the Louisiana LPC Board of Examiners, which is located at 11410 Lake Sherwood Ave. North, Ste A, Baton Rouge, La 70816 and phone number is 225.295.8444. In addition to being a registered Licensed Professional Counselor in Louisiana, I also hold a national certification as a Nationally Certified Counselor (NCC) certification number 669086 And Certified Sex Offender Treatment Professional (CSOTP).

If your issues are in an area that I do not feel qualified to treat, I will discuss this with you and attempt to refer you to a professional who is better qualified to work with you.

**Counseling Relationship:** The counseling session is *your* time to discuss *your* thoughts, feelings, and experiences. The counseling process is an extremely personal and challenging process of which *you* decide what the goals are. My job is to reflect, provide feedback, and support any positive decisions which you decide to make.

The length of counseling varies from person-to-person and from situation-to-situation. As long as you are benefitting from counseling, I encourage you to continue attending sessions.

Although counseling is an extremely personal experience, it is important to realize that our relationship is a professional rather than a personal one. This means that our time together will be limited to the scheduled session time.

**Areas of Focus:** Having worked with a wide array of clients with different needs in different settings, I enjoy most working with clients struggling with Anxiety, Substance use disorders, behavior disorders, trauma. I especially enjoy helping members of our military and first responders.

**Fee and Office Procedures:**

Initial Session (55 Minutes) \$150

Therapy Session (55 Minutes) \$135

No Show/Late Cancellation \$50.00

\_\_\_\_\_ 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 are to provide patients who do not have insurance or are not using insurance an 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 that you have a copy of your “Good Faith Estimate.” For more information, go to [www.cms.gov/nosurprises](http://www.cms.gov/nosurprises) or call (800) 985-3059.

**No Show/Late Cancel:** *If you are unable to keep a scheduled appointment, please notify the office in advance. Our office reserves the right to charge a \$50 fee to the account of any client who No-Shows for an appointment or cancellations that were not made within 24 hours of scheduled appointment.* A client is considered a No-Show when they are more than 15 minutes late for their appointment and have not called before the appointment time to cancel. A Late Cancel is any non- emergency cancellation Made after the 24-hour mark. Clients who fail to keep 2 scheduled appointments, without calling in advance to cancel, will be terminated from my services.

**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 Sheree Breaux, 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. If during the course of counseling you request that I submit a verbal or written report to a third party, or if you request that I testify in court pertaining to your case, you are responsible for the additional fee. Please allow 2-3 business days for reports to be written.

Sheree Breaux 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. Sheree Breaux **STRONGLY** discourages clients from having Sheree Breaux release confidential information about the counseling session or testify on your behalf.

If Sheree Breaux 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. Sheree Breaux 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
- Mileage: \$.40 per mile
- All attorney fees and costs incurred by therapist as a result of legal action required.

If an appearance in court or deposition is requested, the client is responsible for the additional fee. \$350/hour, including travel and additional expenses.

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.

**Services Offered and Clients Served:** I provide therapy to clients in the office as well as through Telehealth Services. My approach to counseling is holistic, trauma-focused, and strength-based. I utilize CBT, DBT, Solution Focused Therapy,

**Telehealth Clients:** In case of an emergency and for your safety, the following are important and necessary. In addition, by signing this agreement form you are acknowledging that you understand and agree to the following: • You, the client will inform your clinician of the location in which you will be consistently during your sessions, and you will inform him/her if this location changes. • You, the client, will identify on your client intake form a person whom your clinician can contact in the case that he/she believes you are at risk. • Depending on the assessment of risk, you, the client, or your clinician may be required to verify that your emergency contact person is able and willing to go to your location in the event of an emergency, and if your clinician deems necessary, call 911 and/or transport you to a hospital. In addition, your clinician may assess, and therefore require that you create a safe environment at your location during the entire time that you are in treatment. The definition of safe environment may differ for each client. Therefore, if your clinician assesses the need for a safe environment, the specifics will be discussed and made clear by your clinician at that time.

**BACK-UP PLAN IN CASE OF TECHNOLOGY FAILURE:** The most reliable backup is a phone. Therefore, it is recommended that you always have a phone available and that your clinician knows your phone number. If you get disconnected from a video conference, end and restart the session. If you are unable to reconnect within five minutes, call 337-534-8140. If your clinician does not hear from you within five minutes you agree (unless you request otherwise) that your clinician can call you on the phone number you provide on the client intake form. If you and your clinician are unable to connect via the phone, the clinician will send you a message via email.

All telehealth clients should: • Be in an area that is safe and provides privacy • Be in an area that is appropriate for a web-based session, such as a home office, etc. • Not have anyone else

in the room unless you first discuss it with your clinician • Not conduct other activities while in session, such as driving • Be located within the state of Louisiana or in a state in which the treating professional is licensed • If a minor, have a parent or guardian with them at the location/building of the telehealth session, unless otherwise agreed upon with the therapist and client.

**Code of Conduct:** As an LPC, I am required by law to adhere to the Code of Conduct for practice that has been adopted by my licensing board, the LPC Board of Examiners, as well as the American Counseling Association Code of Ethics. Copies of these are here and are available for you to read upon request.

**Confidentiality:** Material revealed in counseling will remain strictly *confidential* except 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 her/himself or someone else,
- 3) There is a reasonable suspicion of abuse/neglect against a minor child, elderly person (65 or older), or a dependent adult, or
- 4) A court order is received directing the disclosure of information.

***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 (being located in a medical office building where other businesses are bound by 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. Any material obtained from a minor client may be shared with the client's parent or guardian.***

**Privileged Communication:** It is my policy to assert privileged communication on behalf of the client and the right to consult with the client, if at all possible, except during an emergency, before mandated disclosure. I will endeavor to apprise all clients of all mandated disclosures as conceivable.

**Response Time:** Your clinician may not be able to respond to your messages and calls immediately. Messages will be given to therapist when timing is appropriate.

**After Hours/Emergency Situations:** I can be reached at *Hope Healing Joy* (337) 534-8140 during the hours of 9:00am-4:00pm Mon-Friday. In the event of an emergency, and an immediate response is needed, you may also seek help by calling the Crisis Connection Center at (337) 232-4357 (HELP) or through your local hospital emergency room facilities or by calling 911. Additional services that you may utilize are 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, and Our Lady of Lourdes: 337-470-2000

**Client Responsibilities:** I strive to make the counseling session a place where you feel safe. I see counseling as a collaborative process, meaning you are a full partner in counseling. Your honesty and effort are essential to success. As we work together you have suggestions or concerns about your counseling, I expect you to share those with me so that we can make the necessary adjustments. If it develops that you would better be served by another mental health provider, I will help you with the referral process. If you are seeing another mental health professional, please inform me so that with your permission I may contact the other professional and develop a collaborative professional relationship. ***You are responsible for following appointment scheduling procedures, keeping your appointment times or cancelling in advance when appropriate.***

**Social Media/Text Messaging/Email:** If you come across my name on any social network (Facebook, LinkedIn, Instagram, Twitter, etc.) please do not send messages or friend requests. Due to our professional relationship, it is inappropriate for me to accept this request. Please refrain from contacting me through any social media messaging systems. These methods have poor security and I am not prepared to watch them closely for important messages from clients. Please refrain from creating reviews of your clinician's services online. Online reviews are for the public to see; therefore, they put your confidentiality at risk. For the sake of your privacy, I will not use SMS or MMS texting with clients. Email is not a confidential form of communication, therefore do not put any detailed information in emailing our office. If you

choose to email our office for the purpose of requesting a returned call or for requesting an appointment, please provide your name and call back number.

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. 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 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

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 *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 maintaining the integrity of the records and allowing for security audits. These transactions are kept until we choose to delete them.

**Physical Health:** Physical health can be an important factor in the emotional well-being of an individual. If you have not had a physical examination in the last year, it is recommended that you do so. Additionally, medications, both prescription and non-prescription, may have significant side effects that may impact the counseling relationship. I expect full disclosure from you regarding any and all medications that you are currently taking and may ask permission to discuss them with your physician/medical doctor.

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.

**Potential Counseling Risk/Limitations:** 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. If this occurs, you should feel free to share these new concerns with me.

Adult Consent:

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

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

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

Minor Consent:

I, \_\_\_\_\_, (Parent/Legal Gaurdian) have read the Declaration of Practice and Procedures of Sheree Breaux, MS, LPC-S, NCC, CSOTP and my signature indicates my informed consent to services provided by Sheree Breaux, MS, LPC-S, NCC, CSOTP to treat \_\_\_\_\_ (Minor's name).

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

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

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

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