



LOTUS COUNSELING CENTER, LLC

Amber Trepagnier, LPC, NCC

1 Galleria Blvd, Ste 1900 #1903

Metairie, LA 70001

504-444-1149

Declaration of Practices and Procedures

Welcome! Counseling is conducted in numerous fashions; this declaration is designed to inform you of my qualifications and how I view the therapeutic process. This information should help you make an informed decision regarding my counseling practices. Please read the following information carefully.

Qualifications: I earned a Masters of Arts degree in Clinical Mental Health Counseling from the University of Holy Cross in 2015. I am licensed as a LPC #6733 with the Louisiana LPC Board of Examiners, 11410 Lake Sherwood Avenue North, Suite A, Baton Rouge, LA 70816 (Phone Number: 225-295-8444 Fax Number: 225-295-8448). In 2019, I earned my TeleMental Health Certification from Telehealth Certification Institute, LLC, 261 South Pearl Street, Canandaigua, NY 14424.

Counseling Relationship: I see counseling as a process in which you the client, and I, the Counselor having come to understand and trust one another, work as a team to explore and define present problem stations, develop future goals for an improved life and work in a systemic fashion toward realizing those goals.

Area of Focus: My primary focus is working with children, adolescents and adults, and I have a special interest in working with individuals experiencing depression, anxiety, relationship issues, addiction, and self-esteem issues. In addition to being licensed as a LPC in Louisiana, I hold a national certification as a National Certified Counselor (NCC#683670) and also completed the requirement to provide telemental health services.

Fees and Payment Procedures: The fee for services is \$120.00 for the initial session and \$100.00 per session thereafter paid directly to LOTUS COUNSELING CENTER, LLC. Payment for services is due at the close of each session. Appointments are typically set at the close of each session. I have morning, afternoon, and evening appointments available Monday through Saturday. Appointments may be scheduled, rescheduled or cancelled by calling 504-444-1149. Failure to give 24-hour notice for any appointment will result in a \$65 charge for the time reserved for you.

Services offered and Clients Served: I approach counseling from a Person Centered and Solution-Focused perspective but incorporate techniques from other theories to meet the needs of each client. Person Centered therapy allows rapport and a therapeutic relationship to be built between my clients and I. Solution-Focused therapy allows for me to utilize what has worked for clients in the past in order to work through their current situation. I work with

clients in a variety of formats, including individually and as families as well as in-person visits or telemental health services. I see clients of all ages and backgrounds.

Confidentiality and Records for Telemental Health Services: All of your Protected Health Information (PHI) is kept for a minimum of five years. It is Lotus Counseling Center, LLC's personal, professional, and legal obligation to keep all of your protected health information (PHI) confidential, with some exceptions. Other than the exceptions listed on the Notice of Privacy Practices form, I, Amber Trepagnier, LPC, NCC, and the billing company that I use, Larrieu Process and Financial Systems, LLC, will be the only people viewing your information.

In the event of your my death, retirement, or incapacity, your records will be given to the following records custodian: Dr. Dottie Martin with NOLA Counseling Center. This records custodian will be responsible for responding to any request of records you may have, and for safely destroying your records after the legal time frames for storing them have been satisfied. They will also contact you at the time of transfer of records. If you are a current client, the same records custodian will assist in providing appropriate referrals for further treatment.

If you make payments via credit card there is the possibility that you may receive an email receipt, and the payment will show on your billing statement. If you are using medical insurance, I may be required to disclose your records to the insurance provider for reimbursement.

The following information explains how I handle and store your PHI while you are receiving counseling. Although it is not guaranteed that these methods will prevent 100% of confidentiality breaches, they are designed with the intention of supporting the confidentiality of all clinical communications:

On-site: On-site sessions in the office which are designed for privacy. Your information is kept in a locked cabinet behind a locked door. Any devices of mine that contain your records or identifying information are full disk encrypted and kept secure.

Email: There may be occasions where you schedule or cancel an appointment via email. Email is not always secure. However, you have the option to request appointment reminder to be sent via email.

Video Conferencing: All video conferencing correspondence will be done through Zoom or Doxyme.

Texting: I do not use SMS or MMS texting for therapy with clients. However, you can use texting as a form of communicating schedule changes.

Risks / Client's Responsibilities / Client's Protection: When using technology for communication, there is a risk that it may be forwarded, intercepted, circulated, stored, or even changed, and the security of the devices used may be compromised. Although I make reasonable efforts to protect the privacy and security of all electronic communication with you, it is not possible to completely secure the information. If you use any other methods of electronic communication with me, other than the means recommended by me, there is a reasonable chance that a third party may be able to intercept that communication.

With the use of technology, it is important to be aware that family, friends, co-workers, employers, and hackers may have access to any technology, devices, or applications that you use. I encourage you to only communicate through a computer, or any other device that you know is safe. You are responsible for reviewing the privacy settings and agreement forms of any applications or technology you use. Please contact your clinician with any questions that you may have on privacy measures.

Contact information: When you need to contact me for any reason, these are the most effective ways to get in touch in a reasonable amount of time: By phone – 504-444-1149. You may leave messages on the voicemail, which is confidential.

Please refrain from making contact with me any social media messaging systems such as Facebook Messenger or Twitter. These methods have very 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 and therefore they would put your confidentiality at risk.

Any text-based communication may become part of your record.

Response Time: I may not be able to respond to your messages and calls immediately. For voicemails and other messages, you can expect a response within 24 hours on weekdays, and 72 hours on weekends. Be aware that there may be times when I am unable to receive or respond to messages, such as when out of cellular range or out of town.

Emergency Contact: If you are ever experiencing an emergency, including a mental health crisis, please call 911, Lifeline 1-800-273-8255, or go to your nearest emergency room.

If you need to contact your clinician about an emergency, the best method is to call 504-444-1149. If I cannot be reached by phone, please leave a voicemail. If it is an emergency that needs immediate assistance, call 911 or go to your nearest emergency.

Cost of Sessions: Fees are discussed under Fees and Payment Procedure. You, the client, are responsible for the cost of any technology at your location, such as a computer, device, phone, phone call charges, software, and headset.

If you are in need of additional support between sessions and choose to use telephone calls, secure messaging or chat, you will be billed \$1 per minute for every minute that exceed 10 in duration.

Counseling by means of secure messaging is billed at \$40 per message that you send with a maximum of 300 words per message. You will get one message response per message that you send.

Some insurance providers and policies will not reimburse for telemental health services. Many insurance carriers will reimburse for telemental health sessions conducted using video conferencing, within their given parameters.

You are responsible to pay any copayment and/or deductible at the time of your counseling session. You are also responsible for any payments in which your insurance provider refuses to reimburse.

In cases where I bill your insurance provider, I use Larrieu Process and Financial Systems, LLC. 14230 Silverthorn Avenue Baton Rouge, LA 70819. If you use insurance you may receive likely get statements via mail by Larrieu Process and Financial Systems, LLC. Inform me if this is a privacy concern of yours. If you have insurance with whom I am not paneled, I can provide you with an invoice and receipt to provide to your insurance company.

Cash, personal checks, PayPal, Square, and all major credit cards are acceptable for payment. The receipt of payment may also be used as a statement for insurance if applicable to you. There is a \$25 fee for any returned checks. If you pay by credit card you might receive a receipt via email, and it will likely show up on your billing statement.

By not canceling your appointment as stated in the cancellation policy, you are agreeing to the \$65 as stated in No Show Policy/Cancellation Policy Form. The cost for documentation requested and appearing in court depends on the specific request.

Structure of Sessions: I, Amber Trepagnier, offer counseling via on-site, video conferencing, and phone. Telemental health is considered any of those methods other than on-site. If your counseling need is appropriate for telemental health, you can either solely receive counseling via one medium, or any combination of them.

On-site sessions are held at the following location: 1 Galleria Blvd, Suite 1900 #1903, Metairie, LA, 70001.

Video conferencing counseling sessions are held via Zoom or Doxyme. It is recommended that you sign on at least 5 minutes prior to your session start time. You are responsible for initiating the connection with your clinician at the time of your session.

Privacy Protocol During TeleMental Health Sessions: Always use a private and safe environment for your sessions. If someone enters your space during your session at your location simply acknowledge their presence by saying hello and your clinician will automatically disconnect from the session. This is to protect your privacy. Inform your clinician if you would like to establish a different protocol with your clinician.

No Shows: If you do not initiate the meeting at your scheduled time or contact your clinician within five minutes of your session start time it will be considered a no-show and you will be charged for the session. Inform your clinician if you would like your clinician to contact you in the event that you do not initiate your session within the first five minutes of the start time of your session.

Verification of Identity: If sessions are requested via phone, secure texting, secure messaging, or chat you will have to have a brief interaction either on-site, or via video conferencing in order to verify your identity by matching you with your picture ID. During this initial verification, you will choose a passphrase or number which you will use for all future sessions. This process protects you from another person posing as you.

Possible Limitations of TeleMental Health: Telemental health should not be viewed as a substitute for on-site counseling or medication by a physician. It is an alternative form of counseling with possible benefits and limitations.

By signing this document you agree that you understand that telemental health:

- may lack visual and/or audio cues, which may cause misunderstanding.
- may have disruptions in the service and quality of the technology used.
- may not be appropriate if you are having a crisis, acute psychosis, or suicidal or homicidal thoughts.
- when using secure chat, or secure texting, there might be a delay in your clinician receiving your message or they might not ever receive it.

When you suspect that you may have misinterpreted your clinician's statements, it is important to assume that your clinician has positive regard for you, and to check out your assumptions. This will reduce any unnecessary hardship.

If at any time you do not have internet access at your home or private location, you can contact your clinician via phone to help you locate internet service (if available) that will be appropriate for telemental health.

Emergency Management for TeleMental Health: So that I am able to get you help 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 me, your clinician, of the location in which you will be consistently during our sessions, and will inform your clinician if this location changes.
- You, the client, will identify on your client information form a person, who I, your clinician, am allowed to contact in the case that I believe you are at risk.
- Depending on your clinician's assessment of risk, you, the client, or I 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 I deem necessary, call 911 and/or transport you to a hospital. In addition, I may assess, and therefore require that you create a safe environment at your location during the entire time that you are in treatment with me.

Backup 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 I, your clinician, know your phone number. If you get disconnected from a video conferencing, chat, or texting session, end and restart the session. If you are unable to reconnect within five minutes, call me. If I do not hear from you within ten minutes you agree (unless you request otherwise) that I can call you on the phone number you provide on the client information form.

If you are on a phone session and your phone disconnects, call your clinician back. If you and your clinician are unable to connect via the phone, your clinician will continue to try.

Termination Policy: Your clinician will make two phone calls, leave you two messages, and send you a letter via certified mail.

Please check the ways in which you are authorizing your clinician to begin treatment with you:

- In-Person
- Video Conferencing
- Telephone

You may, at any time during the course of your treatment, withdraw your authorization to any of these modes of treatment and/or this agreement form as a whole. Simply contact your clinician by phone, secure messaging, or mail.

Code of Conduct: As a LPC, I am required by law to adhere to the Code of Conduct for practice as a LPC that has been adopted by my licensing board, the Louisiana LPC Board of Examiners. A copy of the Code of Conduct is available to you upon request. I must also follow codes of ethics for the National Board for Certified Counselors (NBCC). I must follow these codes to maintain my membership requirements.

Confidentiality: Material revealed in 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 or older), or dependent adult
4. A court order is received directing the disclosure of information.

In the event of marriage or family counseling, material obtained from an adult client individually may be shared with the client's spouse or other family members with the client's written permission. 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 clients of all mandated disclosures as conceivable.

When working with family counseling, material obtained from an adult client individually may be shared with the client's spouse or other family members with the client's written permission. Any material obtained from a minor client may be shared with the client's parent or guardian.

A medical or psychiatric diagnosis by a physician, psychiatrist, or psychologist becomes part of your clinical record too. I often seek the professional expertise and opinions of colleagues. I may refer to our sessions and may discuss clients' progress or problems. I assure you that your identity will not be disclosed.

Also note that certain types of litigation (such as child custody suits) may lead to court-ordered release of information without your consent. I cannot release information about either or both spouses I have seen for marital therapy to an attorney without signed authorization from both spouses.

Emergency Situations: If an emergency situation should arise you should immediately seek help by dialing 911. If the emergency situation involves a minor child you may seek help through hospital emergency room facilities. The emergency services number at Children's Hospital is (504) 899-9511

Client Responsibilities: You, the client, are a full partner in counseling. Your honesty and effort are essential to success. As we work together, if you have suggestions or concerns about your counseling, I expect you to share these with me so that we can make the necessary adjustments. If I determine that you would be better served by another mental health provider, I will help you with the referral process. If you are currently receiving services from another mental health professional, I expect you to inform me of this and grant me permission to share information with this professional so that we may coordinate our services to you.

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. Also, please provide me with a list of any medications that you (your child) are currently taking.

Potential Counseling Risk: The client 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 concerns with me.



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I have read the Declaration of Practices and Procedures of Amber Trepagnier, M.A., LPC, NCC and my signature below indicates my full informed consent to services provided by Amber Trepagnier, M.A., LPC, NCC.

Client Signature

Date

Amber Trepagnier, M.A., LPC, NCC

Date

Parent/Guardian Consent for Treatment of a Minor:

I, _____, give my permission for Amber Trepagnier, M.A.,

LPC, NCC to conduct therapy with my _____, _____.
(Relationship) (Name of minor)

Signature of Parent or Legal Guardian

Date