

DECLARATION OF PRACTICES & PROCEDURES

**Jerry W. Franklin, MA, LPC
Jerry Franklin Counseling
820 Jordan Street, Suite 501
Shreveport, Louisiana 71101
Phone: 318-480-4051**

Please read this declaration of practices and procedures carefully and retain a copy for your records. It contains important information about your counselor/therapist, what you can expect from the counseling/therapy process, and how to make the most of your experience in counseling/therapy. At the beginning of your first session, you will be asked if you have any questions about the information in this document. As a client, you have the right to a clear understanding of the counseling/therapy process as outlined. If you have any questions, please ask. Your signature on the last page of this document signifies that you have read and understand the information contained therein, and that you consent to treatment.

THE LICENSEE'S QUALIFICATIONS

Education—Mr. Franklin holds a Master of Arts in Professional Counseling from Amberton University. Mr. Franklin has also earned a Bachelor's Degree in Community Health from the University of North Texas.

Licensure—Mr. Franklin is a Licensed Professional Counselor, license no. 5526 . Under Louisiana law, Mr. Franklin has met the minimum occupational standards and ethical guidelines required for LPCs.

Mr. Franklin's license is sanctioned by the **Licensed Professional Counselor's Board of Examiners, 8631 Summa Avenue, Suite A, Baton Rouge, Louisiana, 70809**. For more information or to file a complaint, you may contact the Board at 225-765-2515 or to ask about filing a complaint, or you may go to the Board website at www.lpcboard.org.

Professional Organizations—Mr. Franklin is a Member of the American Counseling Association and the Louisiana Counseling Association.

AREAS OF FOCUS, COUNSELING RELATIONSHIP & PRACTICE LIMITS

Mr. Franklin focuses in the practice of individual, marriage and family therapy, and is experienced in working with problems of childhood, parenthood, marital difficulties, and adult difficulties that may be related directly or indirectly to disturbances in family relationships.

Whether working with an individual, couple, or family, Mr. Franklin works from an ecosystemic perspective, which means that he accepts a client's immediate relationships and larger social context as being important factors in solving life's problems.

Specifically, Mr. Franklin works from a structural/strategic orientation, which means that a well-defined plan for achieving identified goals or solving specified problems is developed in collaboration with the client. The emphasis in therapy is placed on assisting the client in finding workable solutions and accessing the resources necessary to enact those solutions in a time-limited framework. Therapy focuses on providing insight into the “historical roots” of problems only as it is absolutely necessary to the resolution of the problem as it finds expression in the “here-and-now.” In many instances, problems are most efficiently solved without dwelling on “historical causes” at all.

TYPES OF CLIENTS SERVED

Mr. Franklin has experience working with elderly adults, adults, teenagers, and children of all ages. When working with teenagers and children, Mr. Franklin strongly prefers to work with the whole family. Unwillingness or inability of family members to participate in therapy may result in referral.

ETHICAL CODE OF CONDUCT/LEGAL REQUIREMENTS

The quality and provision of psychotherapy or family/couples therapy is governed by state law and ethical guidelines. These laws and guidelines are designed to protect the consumer.

As a Licensee in Louisiana, Mr. Franklin is bound by law to adhere to the Code of Conduct for Licensed Professional Counselors. Copies of these codes are available upon request. Should you wish to file a disciplinary complaint regarding my practice as a LPC, you may contact the Louisiana LPC Board of Examiners.

Confidentiality—By law, Mr. Franklin is prohibited from releasing any information regarding your therapy to any third party without a signed release that reflects your informed consent. Electronically submitted or reproduced releases without an original signature (fax, email attachment, photocopy) or verbal permission from the client to release information may be accepted, but **only** in the case of an emergency.

General Exceptions to Confidentiality—There are certain conditions and circumstances that require confidentiality to be broken by Mr. Franklin. Specifically, it must be reported to appropriate authorities when:

1. Mr. Franklin has reasonable suspicion of child abuse, elder abuse (60 or older), or the abuse of a mentally handicapped person.
2. Mr. Franklin is convinced that the client is indicating serious, imminent physical harm to himself/herself (suicide) or to some other specific person (homicide). In the latter case, Mr. Franklin has a duty to warn the individual who is being threatened and to contact the appropriate authorities.

There are other circumstances that may limit the rule of confidentiality. Certain types of litigation, such as child custody, may result in a court ordered release of information without your consent.

Clinical Situations that Affect Confidentiality—Special clinical situations may exist that require informed consent of the client in order for information to be released. For example, in couple, family, or group therapy, information cannot be released to a party outside the treatment context about any certain individual without the written consent of all parties being treated. Information shared by individuals in a private session where other family members are not present must be held in confidence (except for the mandated exceptions already noted) unless that individual signs a release of information. Note, however, that maintaining confidentiality for individual sessions during couples or family therapy could impede or even prevent a positive outcome to therapy and could result in referral.

While Mr. Franklin himself is bound by confidentiality in a marital, family, or group setting as described above, Mr. Franklin cannot be responsible for information shared by family or group members with others outside the treatment context.

Electronic Transmission of Data—Mr. Franklin cannot control and is not responsible for the unauthorized interception of data by a third party when it is being transmitted electronically by cell phone, wireless phone, email, fax, or other electronic device. The client does this at his or her own risk (see Telemental Health Services on p. 6).

THE CLIENT—LICENSEE RELATIONSHIP

Licensee Responsibility—It is the responsibility of Mr. Franklin to provide quality services that, in delivery and scope, fall within the legal and ethical guidelines referred to above, to provide clear and complete information about his clinical practices and procedures so that the client can provide informed consent to treatment, and, as is within his reasonable ability, provide a safe, trusting context for the therapy process.

Client Responsibility—The client is responsible for acquainting himself/herself with basic information regarding office practices and procedures as explained in this document. In addition, client responsibilities include:

1. Filling out the intake form provided completely and accurately, including current medications.
2. Keeping agreed-upon appointment times consistently and promptly.¹
3. Informing Mr. Franklin of any change in status, such as address or telephone number.
4. Informing the therapist of a clinical relationship with any other mental health professional while in therapy with Mr. Franklin is ongoing so that provisions can be made to avoid any ethical or therapeutic conflict.

Ethics dictate that clients make their own decisions about such things as deciding to marry, separate, divorce, reconcile, or setting up child custody. Mr. Franklin will help the client think through possible options and potential consequences, but ethics disallow Mr. Franklin from offering advice to the client in making specific decisions.

It is strongly suggested that clients undergo a routine physical as a prelude to therapy if

¹ Note: appointments that are not cancelled within twenty-four hours are subject to fee.

there has been no physical in the past year. Many emotional or psychological difficulties can be the result of some physical problem.

WHAT TO EXPECT

Therapy sessions are typically fifty (50) minutes to one hour in length. The first session is usually spent in gathering information about the history and ongoing character of the problem(s) that the client wishes to work on in therapy.

Sessions thereafter are usually scheduled one time a week, and are devoted to establishing mutually agreed upon goals for therapy and developing strategies to meet those goals. The length of the therapy process depends on the nature and severity of the presenting problem. However, most problems are successfully resolved in eight (8) to ten (10) sessions.

At the end of sessions, “homework” may be assigned to the client. **This homework is important to the therapy process; therefore, clients are strongly encouraged to complete these assignments to maximize the effectiveness and the efficiency of their counseling experience.**

ROUTINE BUSINESS PROCEDURES/PRACTICES

Office Hours—Mr. Franklin schedules client sessions Monday through Friday. Times are available from 9:00 am to 4:00 pm, Monday through Friday. Weekend times are not available.

The office may be closed for certain holidays or special events.

Making/Breaking Appointments—Sessions are by appointment only. Session availability is limited. Typically, appointments are made with the office manager after each session. However, appointments can be made, changed, or cancelled by phone or in-person with the office manager during the office hours as stated above. Note that an appointment cancelled or changed with less than 24 hours notice may result in a full charge for that session. Also note that excessive “no-shows”, cancellations, or reschedules on the part of the client could result in referral.

Standard In-Person Fees—Mr. Franklin’s fee for a **fifty (50) minute therapy session is \$120**. Sessions of greater length are subject to additional charge. Full payment for services rendered is expected after each session. Inability to pay full fee or nonpayment of fees may result in referral.

Fees for Court Appearances, Depositions, Documentation—If compelled to appear in court, time used to prepare for, travel to, and appear in court will be charged at the rate of \$250 an hour. Additional fees will be charged for duplication and/or submission of documentation, such as case notes or existing reports, at the rate of \$10.00 per page.

Mr. Franklin charges an initial \$1000 retainer for court appearances payable at the time a subpoena is received. When the retainer has been used up, the client will be billed another \$1000 to retain Mr. Franklin’s services, if necessary. Portions of the retainer are refundable at Mr. Franklin’s discretion. Mr. Franklin bills \$750 dollars for a deposition, payable at the time the subpoena is received.

A simple report to be submitted to the Court that is not part of a deposition or court appearance is billed at a flat fee of \$300 per submission, payable at the time of request or subpoena.

All court retainer, documentation, and appearance fees should be made payable to Mr. Franklin.

Routine Reports and Documentation—Routine reports for purposes other than court can be provided at the client’s request upon receipt of a signed waiver. A flat fee of \$190 dollars is charged for routine reports. Routine documentation may also be provided upon the client’s request and upon receipt of a signed waiver. If such documentation is ten (10) pages or less, there is no additional fee. For eleven (11) or more pages, the fee is \$10 a page.

As the result of any special arrangement, a fee may be charged for telephone contact at the rate of \$2 a minute.

Routine Telephone Contact—Mr. Franklin prioritizes his face-to-face consultation with his clients and does not take phone calls while he is in session. His time to return phone calls is limited. When at all possible, the client should use the secretarial staff to address routine matters. Otherwise, Mr. Franklin will return calls in the order in which they are received and as time allows. (see also Telephone Counseling Sessions on p.8.)

POTENTIAL RISKS

As a client works to make changes through participation in marital or family therapy, relationships with other individuals in the client’s social system who may not benefit from those changes may resist change. Further, changes in relationship patterns that may result from family therapy may produce unpredicted and/or adverse responses from other people in the client’s social system.

Research suggests that working on marital issues in therapy with only one spouse can have a detrimental effect on the quality of the marriage and can lead to dissolution of the marriage.

As the result of mental health counseling, a client may realize that he/she has additional issues which may not have surfaced prior to the formation of the counseling relationship.

TELEMENTAL HEALTH SERVICES

Client’s Participation - Expectations of the client.

The client is expected to:

1. Avoid using mind altering substances prior to session.
2. Dress appropriately during web-based sessions as one would if attending a session at Mr. Franklin’s office.
3. Be located in an area that is safe and provides privacy.

4. Be located in an area that is appropriate for a web-based session, such as a home office.
5. Do not have anyone else in the room unless first discussed with Mr. Franklin.
6. Do not conduct other activities while in-session, such as driving.
7. Do not bring any weapons of any kind to session (based upon clinical judgment).
8. Do not record sessions without first obtaining Mr. Franklin's approval.
9. Be located within the states in which Mr. Franklin is licensed to practice (client should inform Mr. Franklin of his or her location).
10. Minors should have a parent or guardian with them at the location/building of the web-based session, unless otherwise agreed upon with Mr. Franklin.

Video Conferencing:

All video conferencing correspondence will be done through zoom.com, or jerryfranklincounseling.com, or the most reliable, affordable and available HIPAA-compliant video conferencing platform.

Telephone:

All telephone correspondence will be conducted as privately as possible. Mr. Franklin will ensure he is in a private location to conduct the call; the client is expected to be in a private location, as well. All parties should be advised that it is not guaranteed that the phone line is secure.

Text Messaging:

All text messaging correspondence will be done through tigerconnect.com, or the most reliable, affordable, and available HIPAA-compliant platform.

Email:

All email correspondence is available through secure email messaging at jerry@jerryfranklincounseling.com. All email correspondence is stored at jerryfranklincounseling.com.

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 Mr. Franklin makes reasonable efforts to protect the privacy and security of all electronic communication with his clients, it is not possible to completely secure the information.

If the client uses any other methods of electronic communication with Mr. Franklin, other than the means recommended by him, there is a reasonable chance that a third party may be able to intercept that communication. With the use of electronic 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 the client may use.

Mr. Franklin encourages the client to only communicate through a privately-owned computer, or any other device that the client knows is secure and private.

The client is responsible for reviewing the privacy settings and agreement forms of any applications or technology that is used. Please contact Mr. Franklin with any questions that you may have on privacy measures.

Contact Information

When the client needs to contact Mr. Franklin for any reason, the most effective way to get in touch with him in a reasonable amount of time is by phone at 318-480-4051. The client may leave messages on Mr. Franklin's voicemail, which is confidential, if Mr. Franklin is in-session or detained.

Please refrain from making contact with Mr. Franklin using any social media messaging systems such as Facebook Messenger or Twitter. These methods have very poor security and Mr. Franklin is not prepared to watch them closely for important messages from clients.

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

Response Time

Mr. Franklin may not be able to respond to the client's messages and calls immediately. For voicemails and other messages, the client can expect a response within 24 hours on weekdays, and 72 hours on weekends. Be aware that there may be times when Mr. Franklin is unable to receive or respond to messages, such as when out of cellular range, traveling, or out of town.

Cost of Telemental Counseling Sessions

Mr. Franklin and the client will agree upon the cost of each session over the phone. The cost of the session depends on the counseling medium used, the date, the time, and the agreed upon charge. The client is responsible for the cost of any technology on location, such as a computer, device, phone, phone call charges, software, and headset.

If the client is in need of additional support between in-person and/or video sessions and chooses to use telephone calls, the client will be billed a convenience fee of \$50 and \$1 per minute for every minute for the duration of the call.

Counseling by means of secure text messaging is billed a \$50 convenience fee and \$1 per message that the client sends with a maximum of 300 words per message. The client will receive one message response per message that the client sends.

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.

Structure of Telemental Counseling Sessions

Mr. Franklin offers counseling via in-person, video conferencing, telephone, and text messaging. Telemental health is considered any of these methods, with the exception of an in-person session. If the client's counseling need is appropriate for telemental counseling, the client can either solely receive counseling via one electronic medium, or any combination of them.

In-Person Counseling Sessions Are Held at the Following Location:

820 Jordan Street, Suite 501, Shreveport, Louisiana 71101

Video Conferencing Counseling Sessions to be held are recommended that the client signs on to his or her video conferencing account at least five (5) minutes prior to the session's start time. The client is responsible for initiating the connection with Mr. Franklin at the time of the session. Each video counseling session is billed at \$75.

Telephone Counseling Sessions are held via telephone, cellphone or mobile phone. The client is responsible for initiating the phone call connection with Mr. Franklin at the time of the session. Each telephone counseling session is billed at \$75.

Text Messaging Counseling Sessions are to be held via a secure, text messaging app, designated by Mr. Franklin. It is recommended that the client downloads the app onto his or her cellphone and opens the app at least five (5) minutes prior to the session's start time. The client is responsible for initiating the connection with Mr. Franklin at the time of the session.

If an appointment time is not set, the client will simply message Mr. Franklin and within 72-hours, the client can expect a response from Mr. Franklin. Since the client is billed a convenience fee of \$50 per secure messaging that you send (max of 300 words per message), it is recommended that you spend time thinking about your secure messages prior to sending them.

Privacy Protocol During Telemental Counseling Sessions

The client will always use a private and safe environment for his or her sessions. If someone enters the session space during the client's session at the location the client has chosen, simply acknowledge the space-taking person by saying, "Hello," and Mr. Franklin will automatically disconnect from the session. This abrupt disconnection is to protect the client's privacy. Next, contact Mr. Franklin to discuss the interruption and establish a more effective protocol for counseling.

No Shows for Telemental Counseling Sessions

If the client does not initiate each session at the scheduled time or contact Mr. Franklin via phone call within five (5) minutes of each session's start time, it will be considered a 'no-show' and the client will be charged for the session.

Verification of Identity

If sessions are requested via video conferencing, phone, or secure texting messaging, the client will have to have a brief interaction either in-person, or via video conferencing, in order to verify the client's identity by matching the client's facial appearance with the client's picture ID. During this initial verification, the client will choose a passphrase or number which the client will use for all future sessions. This process protects the client from another person posing as the client.

Possible Limitations of Telemental Health Services

Telemental health services should not be viewed as a substitute for in-person counseling or medication by a physician. It is an alternative form of counseling with possible benefits and limitations.

By signing this document, the client agrees that to understanding that telemental health:

1. May lack visual and/or audio cues, which may cause misunderstanding.
2. May have disruptions in the service and quality of the technology used.
3. May not be appropriate if the client is experiencing a crisis, acute psychosis, or suicidal or homicidal thoughts.
4. When using secure chat, or secure texting, there might be a delay in Mr. Franklin receiving the client's message or it might not ever be received.

When the client suspects that he/she may have misinterpreted Mr. Franklin's statements, it is important to assume that Mr. Franklin has a positive regard for the client, and clarify what was heard with what Mr. Franklin says he said. This will reduce any unnecessary hardship.

Emergency Management for Telemental Health Services

In order for Mr. Franklin to assist the stabilization of the client in an emergency situation, the following 3 instructions are important and necessary. In addition, by signing this agreement form, the client is acknowledging that the client understands and agrees to the following:

1. The client will inform Mr. Franklin of the exact location from which the client is connecting during each session, and will inform Mr. Franklin if the location changes.
2. The client will identify on the Client Information Form, a person Mr. Franklin is permitted to contact in the case that Mr. Franklin believes the client is at risk.
3. Depending on Mr. Franklin's assessment of risk, the client, or Mr. Franklin, 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 Mr.

Franklin deems necessary, call 911 and/or ask the emergency contact person to transport the client to a hospital. In addition, Mr. Franklin may assess, and therefore require, that the client create a safe environment at the client's location during the entire time that the client is in treatment with Mr. Franklin.

Backup Plan in Case of Technology Failure

A phone connection between the client and Mr. Franklin will be the backup plan. Therefore, it is recommended that the client always have a phone available and that Mr. Franklin knows the client's phone number.

If the client and Mr. Franklin get disconnected from video conferencing, or texting messaging session, immediately end and restart the session. If the client and Mr. Franklin are unable to reconnect within five (5) minutes, the client is to place a phone call to Mr. Franklin. If Mr. Franklin does not hear from the client within ten (10) minutes, the client agrees (unless otherwise requested) that Mr. Franklin can call the client on the phone number the client provided on the Client Information Form.

If the client and Mr. Franklin are conducting a phone session and the phone call disconnects, the client should Mr. Franklin back immediately. If the client and Mr. Franklin are unable to connect via the phone, the client will send a text message to Mr. Franklin.

Please check the ways in which Mr. Franklin is authorized to conduct treatment:

- _____ In-Person
- _____ Video Conferencing
- _____ Telephone
- _____ Text Messaging

The client may, at any time during the course of treatment, withdraw authorization to any of these modes of treatment and/or this agreement form as a whole. Simply contact Mr. Franklin by phone, video conferencing, text messaging, email or regular mail.

IN CASE OF EMERGENCY

When an emergency arises and an immediate emergency response is required, clients are instructed to call 9-1-1. You may call the Willis-Knighton Behavioral Medicine Unit located at 2510 Bert-Kouns Industrial Loop in Shreveport, telephone number 318-212-5200. Emergency services are available twenty-four hours a day, seven days a week.

CLIENT'S STATEMENT OF UNDERSTANDING/CONSENT TO TREAT

My signature below signifies that I have read and understand the information contained in this document and agree to treatment under these terms. If I am the parent or guardian of an individual that I am bringing to treatment that is not capable of providing informed consent because of age or handicap, I agree to print their names below. My signature indicates that I am responsible for their welfare, have considered their best interest, and agree to treatment under these terms on their behalf.

I understand that I accept responsibility for informing anyone I invite into therapy from this point on about the information contained in this document as it may apply to them.

___ By initialing here, I authorize the transmission of information over electronic devices such as cell phones, wireless phones, email, and faxes that may be susceptible to unauthorized interception by a third party.

Responsible Client, Parent, or Guardian Date

Responsible Client, Parent, or Guardian Date

Responsible Client, Parent, or Guardian Date

Responsible Client, Parent, or Guardian Date

Parent/Guardian Consent for Treatment of a Minor:

I, _____, give my permission for Mr. Jerry W Franklin, MA, LPC
(Name of parent or legal guardian)

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

I have reviewed the information in this document with the client(s), given the opportunity to ask questions about its content, and witnessed their signature.

Jerry W. Franklin, MA, LPC Date