

DECLARATION OF PRACTICE AND PROCEDURES

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Qualifications: I received a M.S. degree in Guidance and Counseling in May 1999 from Loyola University, New Orleans. I am licensed as an LPC # 2232 with the Licensed Professional Counselors Board of Examiners in Louisiana and also a National Board Certified Counselor (#222571). Louisiana Licensed Professional Counselors Board of Examiners, 11410 Lake Sherwood Avenue North Suite A, Baton Rouge, LA 70816. Their office telephone number is (225) 295-8444. I subscribe to the American Counseling Association's Code of Ethics and Standards of Practice. My formal education has prepared me to counsel child and adult individuals, couples, families, and groups.

My counseling experience includes mental health counseling, as well as vocational counseling of teens and adults. The majority of my clinical experience has been working with children and adolescents for 12 years. During this time, I have counseled a variety of clients, such as students with documented disabilities within The University of New Orleans Educational Talent Search Program, foster care adolescents residing in Hope Haven Center, juveniles on probation in Jefferson Parish who violated laws and had mandated counseling through the court system, and finally civilian and military children within school settings. For two years, I counseled chronic mentally ill adults at a partial hospitalization program. Moreover, I worked with adults who had mandated counseling for misdemeanor domestic violence charges in Jefferson Parish. Most recently, I worked with Military service members, their spouses, and dependent children on the Naval Air Station Joint Reserve Base in Belle Chasse.

Counseling Relationship: Through counseling, I employ clients by using reality therapy. Within this approach, clients are guided to monitor thoughts that cause distress and learn new ways to regain control of their lives to live more effectively. I assist the client in learning how to address the lack of satisfying relationships in his or her own life. In my practice, I encourage clients to learn that taking responsibility for their own actions can improve their relationship choices. Consequently, it is through these improved relationships, that a client can satisfy their own need for love and belonging, as well as power, fun, freedom, and survival. Additionally, I place my counseling emphasis on my client's present condition, instead of relying on their past experiences.

Although our counseling sessions may be intimate psychologically, ours is strictly a professional one and not a social one. The contact between us will be limited to counseling sessions that you and I have arranged.

Fees and Office Procedures: In return for a fee on a sliding scale of \$85 - \$125 per individual session, I agree to provide counseling services for you. The fees are based upon a fifty minute session, or a one and a half hour group session rate. The fee for each counseling session will be expected to be paid at the conclusion of each session. Cash, personal checks, or PayPal are acceptable forms of payment. I currently accept several health insurance companies, including Medicaid. A client may set up an appointment for counseling by contacting me over the phone or by sending an e-mail (dmathernelpc@bellsouth.net). **In the event that you choose to cancel an appointment, you must call 24 hours in advance or you will be responsible for the cancellation fee of \$65.** If asked to appear in court on your behalf, I will provide my services for a rate of \$300 per hour.

Code of Conduct: I am required by state law to adhere to the Code of Conduct for practice determined by the LPC Board. My services will be rendered in a professional manner consistent with accepted legal and ethical standards as set by the Louisiana Licensing Board. A copy of this Code of Conduct is available on request.

Confidentiality: Our communication is predominately confidential as law considers the counseling relationship. This means that I cannot relate to a third party any information you disclose to me in a counseling session unless you have directed me or give me permission to do so. However, there are certain exceptions to confidentiality as well as counselor-client privilege that are mandated by the law: **a)** I determine you are a danger to yourself or others; **b)** you

disclose abuse, neglect, or exploitation of a child, elderly person (60 or older), or disabled individual; **c)** I am ordered by a court to disclose information about you; **d)** you give me written authorization to release information; **e)** I am otherwise required by law to give information about your case. All case records are kept in locked files.

Confidentiality of Client records: According to Louisiana state law, all of your Protected Health Information (PHI) is kept locked in a cabinet behind a locked door for a minimum of six years for adults or seven years after the age of majority for minors. I am professionally and legally obligated to keep your entire PHI confidential, with some exceptions as listed in the above paragraph.

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 attempt to give notice to clients of all mandated disclosures as much as possible.

Emergency Situations & Response Time: If you find yourself needing assistance from me between sessions, call my business phone at 504-315-5165 or email me at dmatherne1pc@bellsouth.net. You can expect a response within (24) hours on weekdays, and (72) hours on weekends. It is important to note that there may be times your clinician is unable to receive or respond to messages. In the event of an emergency, you are advised to report to the emergency room of a local hospital and request mental health services. If you find that you are in immediate distress between counseling services, please call the community hotline number in Jefferson Parish (504-832-5123) or in New Orleans, Plaquemines, or St Bernard (504-826-2675).

Client Responsibilities: I have certain expectations of my clients that I would like to put forth: make an active involvement and consistently attempt to give effort in the counseling process, arrive to appointments on time, terminate and/or inform me of any other ongoing counseling, and keep me up to date on any medications you are taking. Additionally, please let me know in advance (if possible) if you need to cancel any appointments that you are unable to keep. My counseling services are limited to our scheduled sessions. When working with minor clients with separated/divorced parents, I require signed court documents showing status of custody. Everyone's first concern must be the health and welfare of the child. I will not be utilized to solve custody disputes and reserve the right to discontinue therapy and make referrals for such cases.

Physical Health: Physical Health is an important factor in the emotional well being of an individual. I recommend that you get a physical examination if you have not had one in the past year. Additionally, in the initial session, I will ask you for your physician's name and phone number.

Referrals and Potential Counseling Risk: In the event that you and/or I believe that a counseling referral is needed, I will provide alternatives, including programs and/or people, who may be able to assist you. You will be responsible for contacting and evaluating those referrals / alternatives. It is important to note that counseling may pose potential risks due to the fact that additional problems may surface of which the client was not initially aware. If you find that this has occurred, please feel free to share these concerns with me in session and this will be immediately addressed. In marital or family therapy, individual issues may surface for each family or spouse that may intensify feelings and conflicts. There is also the risk that spouses or family members may demonstrate an unwillingness to change, placing added strain on the relationships. Clients must realize that therapy involving one spouse could possibly lead to the dissolution of the marriage instead of improving the relationship.

Telemental Health / Teletherapy

Qualifications of the Licensed Professional Counselor:

I have completed 9 hours of live telehealth care training covered the Law and Ethics and Clinical Skills specifically related to telehealth care. Qualified counselors will continue to receive at least three hours of continuing education in the area of telemental health every two years.

Responsibilities of the client:

All clients should:

- Have minimum bandwidth connection of 384 kb or higher

- Have minimum resolution of 640 X 360 at 30 frames per second
- Have an operational web camera (HD 1080p is recommended)
- Verify client contact information and must disclose the physical address of his/her location at start of every session. Unknown locations will be cause for termination of session.
- Be appropriately dressed during sessions
- Avoid using alcohol, drugs, or other mind altering substances prior to session
- Not have or bring weapons of any kind to a session
- Not record sessions unless first obtaining the therapist's permission
- Be located in a safe and private area that is appropriate for a teletherapy session
- Not have anyone else in the room unless you first discuss it with your therapist
- Not conduct other activities while in session (such as texting, driving, etc.)
- Be physically located within Louisiana state lines
- If a minor, a parent or guardian must be with you at the location/building of the teletherapy session (unless otherwise agreed upon with the therapist).

Potential Counseling Risks of Teletherapy:

When using technology to communicate on any level, there are some important risk factors of which to be aware. It is possible that information might be intercepted, forwarded, stored, sent out, or even changed from its original state. It is also possible that the security of the device used may be compromised. Best practice efforts are made to protect the security and overall privacy of all electronic communications with you. However, complete security of this information is not possible. Using methods of electronic communication with me outside of my recommendations creates a reasonable possibility that a third party may be able to intercept that communication. It is your responsibility to review the privacy sections and agreement forms of any application and technology you use. Please remember that depending on the device being used, others' within your circle (ie. family, friends, employers, & co-workers) and those not in your circle (ie. hackers) may have access to your device. Reviewing the privacy sections of your devices is essential. Please contact me with any questions that you may have on privacy measures.

Potential Limitations of Teletherapy:

Teletherapy is an alternate form of counseling and should not be viewed as a substitution for in-person counseling or taking medication. It has possible benefits and limitations. By signing this document you agree that you understand that teletherapy:

- May not be appropriate if you are having a crisis, acute psychosis, or suicidal/homicidal thoughts
- Misunderstandings may occur due to a lack of visual and/or audio cues
- Disruptions in the service and quality of the technology used may occur

Verification of Identity:

If teletherapy sessions are requested, verification of identity will be required by matching you with your State issued picture ID. If teletherapy sessions are conducted over the phone, 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.

Video Conferencing/Teletherapy:

All teletherapy sessions will be conducted through Doxy.me, which is HIPPA compliant to the federal standard.

Afterhours / Teletherapy Emergency Situations:

The following items are necessary for your safety. I will need this information in order to get you help in the event of an emergency. By signing this consent to treatment form you are acknowledging that you have read, understand, and agree to the following:

- The client will inform me (therapist) of the location in which he/she will be consistently for sessions, and the client will inform me if this location changes.
- The client will identify in the first teletherapy session verbally or form a person whom the therapist is allowed to contact in the case he/she believes the client is at risk. The client will provide a release of information for this contact.

- Depending on the assessment of risk and in the event of an emergency, the client or the therapist may be required to verify that the emergency contact person is able and willing to go to the client's location and, if the therapist deems necessary, call 911 and/or transport the client to a nearby hospital. In addition to this, the therapist may assess, and therefore require that the client create a safe environment at his/her location during the entire time of treatment. If an assessment is made for the need of a "safe environment," a plan for this safe environment will be developed at the time of need and made clear by the therapist.

Backup Plan in case of Technology Failure:

A phone is the most reliable backup option in case of technological failure. It is, therefore, highly recommended that the client always have a phone at his/her disposal and that the therapist knows the client's phone number. If disconnection from a video conference occurs, end the session and restart. If reconnection does not occur within five minutes, call 504-315-5165. If, within five minutes, the therapist does not hear from the client, the client agrees that the therapist can call the provided phone number. If the client and the therapist are unable to connect by phone, the therapist will send a message via text message on their phone.

No-Show/Cancellations

If you are receiving services through teletherapy, you are expected to initiate the meeting at your schedule time. If the session is not initiated within 5 minutes of the start time for medical appointments and 10 minutes start time for therapy, the session will be considered a no-show and you will be charged for the session according to the No-Show/Cancellation Fee Policy, which is \$65.

Complaints: If for any reason you feel dissatisfied with my services, please let me know. I will happily discuss any problems and be willing to work with you to resolve any concerns you may have about your therapy. If we can not resolve your concerns together, you are free to contact the Licensing Board: State of Louisiana, Louisiana Licensed Professional Counselors Board of Examiners, 11410 Lake Sherwood Avenue North Suite A, Baton Rouge, LA 70816. Their office telephone number is (225) 295-8444.

Consent to Treatment / Statement of Understanding: By your signature below, you are indicating that you have read and understood this statement, or that any questions you had about this statement were answered to your satisfaction. You were also supplied with a copy of this statement for your own records. By my signature, I verify the accuracy of this statement and acknowledge my commitment to comply with its specifications.

Client Signature

Date

Counselor Signature

Date

I, _____, give permission for Denise F. Matherne, LPC to
Parent or Guardian's signature

conduct counseling with my _____,
relationship *Name of Minor*