

Dr. Nicole de la Luz, Licensed Psychologist (954) 263-5679
CLINICAL SERVICES - POLICIES AND PROCEDURES

Welcome to my practice. This document contains important information about my professional services and business policies. Please ask any questions that you might have, as I will be happy to discuss them with you.

PSYCHOTHERAPY

Psychotherapy simply means therapy in the psychological realm. I am a Humanistic psychologist, which means that my fundamental beliefs and type of therapy with you will consist of empathic, nonjudgmental regard towards you. Like other Humanistic therapists, I believe that therapy is supportive. I am also extensively trained in Cognitive Behavioral Therapy (CBT) and utilize CBT to facilitate your understanding of the situations that are creating distress in your life. To help explain, think of learning to ride a bicycle. When you help a child to learn to ride a bike, you cannot just tell them how. You explain, demonstrate, remain receptive to feedback from the child, and support the child until they master it on their own.

Psychotherapy has both benefits and risks. Risks sometimes include experiencing uncomfortable feelings or discussing unpleasant aspects of your life. However, research has proven that psychotherapy has benefits for people who undertake it. Therapy often leads to a significant reduction in feelings of distress, improvements in relationships, and solutions to specific problems. But there are no guarantees for any individual; individuals who put forth honest effort (and practice the skills learned in session in their lives) typically have a positive correlation with outcomes.

Your first few sessions will involve an evaluation of you or your child's needs. By the end of the evaluation, I will be able to offer you some initial impressions of what your work will include, and an initial treatment plan to follow, if you decide to continue. You should evaluate this information along with your own assessment about whether you feel comfortable working with me. If you ever have questions about my procedures, you should feel free to discuss them whenever they arise.

Psychotherapy sessions are typically scheduled for one, fifty-minute session (one appointment session equals fifty minutes in duration) each week, though other arrangements can be agreed upon.

CANCELLED, LATE, AND MISSED SESSIONS:

I appreciate 24 to 48 hours notice of changes to your scheduled appointment so that others who may be in need of timely service may be able to use available appointment times. I do understand that emergencies arise on occasion, so I have initiated a policy that is as accommodating as is feasible. With the exception of documented emergencies, if you do not show up for a scheduled appointment without notice or have not notified me by 8am of the appointment day, you will be required to pay a missed appointment fee. Please note that insurance companies will not pay for missed appointments and this fee will be your sole responsibility. Phone messages and texts can be left 24 hours a day. ***The standard missed appointment fee is \$40.00, regardless of current fee for service or insurance contract, unless emergency circumstances prevent attendance. Determination of emergency circumstance was described. Insurance companies do NOT pay for missed sessions; this is your financial responsibility. You will be required to pay the missed appointment fee prior to your next session.***

PROFESSIONAL FEES

My hourly fee is \$__150.00 _____.

OTHER PROFESSIONAL SERVICES

In addition to weekly appointments, for other professional services you may require, I charge your hourly fee on a prorated basis. These services may include: letter writing, telephone conversations which last longer than 15 minutes, attendance at meetings or consultations with other professionals that you have authorized, preparation of records or treatment summaries, or the time required to perform any other service which you may request. If you become involved in litigation in which I am required to participate, you will be expected to pay for the professional time required, even if I am compelled to testify by another party. Because of the complexity and time-consuming nature of legal involvement, I charge \$300.00 per hour for my attendance at any legal proceeding (this will also extend to include any document preparation and travel time to and from the legal proceeding).

BILLING AND PAYMENTS

You will be expected to pay for each psychotherapy session at the time it is held, with cash or credit card. Payment schedules for other professional services will be agreed to at the time these services are requested. In circumstances of unusual financial hardship, I will be willing to negotiate a fee adjustment or payment plan.

For out-of-network insurance plans, I can provide you with paperwork to submit for reimbursement. Out-of-network clients are required to pay the full fee up-front. If your plan is a PPO, a percentage of your fee will be covered and reimbursable, subject to deductibles and other provision exclusions. If your plan is a POS plan, a percentage of your fee may be covered. Generally, HMO plans require you to see clinicians who are in-network.

It is our belief that health care and coverage should be as transparent and accessible as possible. With that said, it is important to recognize that this country is in an unprecedented period of change in many areas, with insurance rules and regulations being one of the most notable examples of this. Rules of coverage change rapidly and there are times where you might experience conflicting information, sometimes even from the same insurance carrier or health care provider. We are happy to assist in helping to clarify benefits and to support positive communication with insurance carriers. In the end, we encourage you to be a fully informed consumer and to examine your coverage closely. There are times where coverage changes or expires due to policy dates or service maximums reached. We will assist in clarifying discrepancies but ultimately, you are responsible for payment for services rendered.

If your account is more than 30 days in arrears and suitable arrangements for payment have not been agreed to, I have the option of using legal means to secure payment, including collection agencies or small claims court. (If such legal action is necessary, the costs of bringing that proceeding will be included in the claim.) In such cases, the only information I would release about a client's treatment would be the client's name, the nature of the services provided, and the amount due.

CONTACTING YOUR PSYCHOLOGIST

I am often not immediately available by telephone. You can leave messages for me on the general practice phone at (954) 263-5679. When I am unavailable, my telephone is answered by voice mail that I monitor frequently. I will make every effort to return your call on the same day you make it with the exception of weekends and holidays.

EMERGENCIES

If you cannot reach me by phone, and you feel that you cannot wait for me to return your call, you should call the emergency room at the nearest hospital and ask for the psychologist or psychiatrist on call. In an emergency, you can also arrange to be taken directly to the emergency room or call 911 for assistance. The Suicide prevention lifeline is 1-800-273-TALK (8255), and the Mobile Youth Crisis Unit is 954-677-3113. If I am unavailable for an extended time, I will provide you with the name of a trusted colleague whom you can contact if necessary.

MINORS

Patients under 18 years of age (who are not legally emancipated) and their parents should be aware that the law may allow parents to examine their child's treatment records. Children between 13 and 17 may independently consent to (and control access to the records of) diagnosis and treatment **in a crisis situation**. Because privacy in psychotherapy is often crucial to successful progress, and parental involvement is also essential, it is usually my policy to request an agreement with minors and their parents about access to information. This agreement provides that during treatment, I will provide parents with only general information about the progress of the treatment, and the patient's attendance at scheduled sessions. Therapists can also provide parents with a summary of their child's treatment when it is complete. Other communications are kept to a minimum unless the child is in danger or is a danger to someone else, in which case, I will notify the parents of my concern. Before giving parents any information, I will discuss the matter with the child, if possible, and do my best to handle any objections he/she may have.

PROFESSIONAL RECORDS

The laws and standards of my profession require that I keep Protected Health Information about you in your Clinical Record. Except in unusual circumstances, you may receive a treatment summary of your Clinical Record, if you request it in writing. Because these are professional records, they can be misinterpreted by untrained readers. For this reason, I recommend that you initially discuss your concerns in my presence, or request me to speak to another mental health professional to provide a clear understanding of your treatment with less likelihood for written misinterpretation. In most circumstances, I charge a copying and administrative fee, or typically \$50.00 for your clinical summary (prorated from your hourly fee, as aforementioned).

CONFIDENTIALITY AND LIMITS

The law protects the privacy of all communications between a patient and a therapist. In most situations, I can only release information about your treatment to others if you sign a written Authorization form that meets certain legal requirements. The Health Insurance Portability and Accountability Act (HIPAA) provides you with several new or expanded rights with regard to your Clinical Records and disclosures of protected health information. These rights are described in the "Notice of Policies and Practices to Protect the Privacy of Your Health Information" which you have received separately.

There are other situations that require only that you provide written, advance consent. Your signature on the attached contract provides consent for those activities, as follows:

I may occasionally find it helpful to consult other health and mental health professionals about a case. During a consultation, I will make every effort to avoid revealing the identity of a patient. The other professionals are also legally bound to keep the information confidential. If you don't object, I will not tell you about these consultations unless I feel that it is important to our work together. I will note all consultations in your Clinical Record.

QUESTIONS OR CONCERNS

If you have any questions regarding these policies or procedures please do not hesitate to speak with me regarding those issues. You will be notified of any changes to these policies in writing.

Client (PRINT) Name, and SIGN

Date

Parent Name (if client is a minor), and Signature

Date