

Practice Policies

Laura Lugo, LMFT 105228

PRACTICE POLICIES

APPOINTMENTS AND CANCELLATIONS:

Please remember to cancel or reschedule 24 hours in advance. *You will be responsible for the entire fee (\$150.00; \$175.00 for couples counseling) if cancellation is less than 24 hours.*

The standard meeting time for psychotherapy is 50 minutes. It is up to you, however, to determine the length of time of your sessions. Requests to change the 50-minute session needs to be discussed with the therapist in order for time to be scheduled in advance.

A \$50.00 service charge will be charged for any checks returned for any reason for special handling.

Cancellations and re-scheduled session will be subject to a full charge, (\$150.00; \$175.00 for couples counseling) if NOT RECEIVED AT LEAST 24 HOURS IN ADVANCE. This is necessary because a time commitment is made to you and is held exclusively for you. If you are late for a session, you may lose some of that session time.

Insurance companies do not pay for missed appointments; therefore, you will be responsible for the full amount charged. Clients arriving late will not be provided an extension of time beyond what they were scheduled so as not to disrupt other client appointments. No reduction in fees will result from shortened sessions due to a client's late arrival. Additionally, if a client misses two appointments, Westwind Counseling has the option to terminate services and refer the client to another provider for services. These terms may not be applicable to you if are receiving coverage through the MNHealth Care Programs (MHCP).

PROFESSIONAL FEES:

A fee schedule for services can be provided at your request.

Westwind Counseling will be utilizing medical billing services with Raquel Garcia (RG) to verify insurance benefits/eligibility, deductibles, copays and co-insurances, submitting claims, management of denials and appeals, collection of copays, and client responsibilities of balances insurance does not cover.

- Health Insurance: The client should be aware that most insurance companies require the client to authorize Westwind Counseling (RG) to provide them with a clinical diagnosis for benefits to pay for services. Sometimes Westwind Counseling (RG) will be required to provide additional clinical information such as treatment plans or summaries, or copies of the entire record (in rare cases). This information will become part of the insurance company files and will probably be stored in a computer.

Please keep Westwind Counseling (RG) informed of changes in the client's financial status and insurance or medical assistance eligibility. The client may be responsible for charges incurred if their coverage has changed or lapsed and the client did not inform Westwind Counseling (RG) in advance.

- Copays & Co-insurance: Client signature below indicates that the client understands and agrees to pay for any copays at the beginning of their session on the date it is provided. If the client is utilizing health plan benefits, the client understands that they are responsible for any amount their insurance does not cover. Deviation from this agreement must be arranged with Westwind Counseling (RG) directly.
- Account Balance Maximum: Whenever a client's account reaches an outstanding balance of \$100 and no payments have been made or received toward the account, additional counseling services will be suspended. Services will remain suspended until client begins making payment toward their account. If no payments are made, services will remain suspended and/or clients may be referred to alternate providers for services.
- Collections: If the client's account has not been paid for more than 60 days and arrangements for payment have not been agreed upon, Westwind Counseling (RG) will have the option of using legal means to secure payment. This may involve hiring a collection agency or going through small claims court. In most collection situations, the only information released regarding a client's treatment is his/her name, the nature of the services provided, and the amount due. Accounts turned over to collections may be subject to future requirements such as providing a retainer for future services.

TELEPHONE ACCESSIBILITY:

Westwind Counseling is not immediately available by phone. Because of other obligations, we are currently only returning phone calls in the evening. Westwind Counseling will also not answer the phone when we are with a client. When we are unavailable, the client can leave us a voice message via HIPAA compliant phone app Phone.com and we will make every effort to return your call the same day you have called, except for weekends and holidays. If you are difficult to reach, we encourage you to leave us times when you will be available. We also encourage the use of an after-hours crisis counseling agency where a counselor can assist you with any problems. That agency is Imperial County Behavioral Health Services, and their number is: 800-817-5292.

SOCIAL MEDIA AND TELECOMMUNICATION:

Due to the importance of the client's confidentiality and the importance of minimizing dual relationships, Westwind Counseling does not accept friend or contact requests from current or former clients on any social networking site (Facebook, LinkedIn, etc). Westwind Counseling believes that adding clients as friends or contacts on these sites can compromise the client's confidentiality and the respective privacy. It may also blur the boundaries of the therapeutic relationship. If the client has questions about this, please let the provider know for discussion.

SESSION RECORDINGS:

Patient authorization is governed by HIPAA. Recordings that identify a patient or otherwise include PHI such as full face photos, patient session psychotherapy content, photos of unique identifying marks, or photos of patients that are date stamped (reflecting a date of service) are subject to HIPAA. Recordings associated with mental health treatment are subject to California state and federal regulation and are not permitted. Recordings must be disclosed with specific patient(s) and provider consent.

ELECTRONIC COMMUNICATION:

Westwind Counseling cannot ensure the confidentiality of any form of communication through electronic media, including text messages. If the client prefers to communicate via email or text messaging for issues regarding scheduling or cancellations, Westwind Counseling will do so. While Westwind Counseling may try to return messages in a timely manner, Westwind Counseling cannot guarantee immediate response and request that the client do not use these methods of communication to discuss therapeutic content and/or request assistance for emergencies.

Services by electronic means, including but not limited to telephone communication, the Internet, facsimile machines, and e-mail is considered telemedicine by the State of California. Under the California Telemedicine Act of 1996, telemedicine is broadly defined as the use of information technology to deliver medical services and information from one location to another. If the client and your therapist chose to use information technology for some or all of your treatment, the client needs to understand that:

- (1) You retain the option to withhold or withdraw consent at any time without affecting the right to future care or treatment or risking the loss or withdrawal of any program benefits to which you would otherwise be entitled.
- (2) All existing confidentiality protections are equally applicable.
- (3) Your access to all medical information transmitted during a telemedicine consultation is guaranteed, and copies of this information are available for a reasonable fee.
- (4) Dissemination of any of your identifiable images or information from the telemedicine interaction to researchers or other entities shall not occur without your consent.
- (5) There are potential risks, consequences, and benefits of telemedicine. Potential benefits include, but are not limited to improved communication capabilities, providing convenient access to up-to-date information, consultations, support, reduced costs, improved quality, change in the conditions of practice, improved access to therapy, better continuity of care, and reduction of lost work time and travel costs. Effective therapy is often facilitated when the therapist gathers within a session or a series of sessions, a multitude of observations, information, and experiences about the client. Therapists may make clinical assessments, diagnosis, and interventions based not only on direct verbal or auditory communications, written reports, and third person consultations, but also from direct visual and olfactory observations, information, and experiences. When using information technology in therapy services, potential risks include, but are not limited to the therapist's inability to make visual and olfactory observations of clinically or therapeutically potentially relevant issues such as: your physical condition including deformities, apparent height and weight, body type, attractiveness relative to social

and cultural norms or standards, gait and motor coordination, posture, work speed, any noteworthy mannerism or gestures, physical or medical conditions including bruises or injuries, basic grooming and hygiene including appropriateness of dress, eye contact (including any changes in the previously listed issues), sex, chronological and apparent age, ethnicity, facial and body language, and congruence of language and facial or bodily expression. Potential consequences thus include the therapist not being aware of what he or she would consider important information, that you may not recognize as significant to present verbally the therapist.

LETTERS:

If the client(s) are requesting a letter to verify individual/couples counseling is being provided, a written Release of Information must be signed by each participating client indicating to whom the information will be shared, including name, address, phone number and email if applicable. There will be a \$75 fee per letter emailed/mailed and/or faxed.

MINORS:

If the client is a minor, the parents may be legally entitled to some information about the minor's therapy. Westwind Counseling will discuss with the minor and their parents what information is appropriate for them to receive and which issues are more appropriately kept confidential.

TERMINATION:

Ending relationships can be difficult. Therefore, it is important to have a termination process in order to achieve some closure. The appropriate length of the termination depends on the length and intensity of the treatment. Westwind Counseling may terminate treatment after appropriate discussion with the client and a termination process if Westwind Counseling determine that the psychotherapy is not being effectively used or if the client(s) are in default on payment. Westwind Counseling will not terminate the therapeutic relationship without first discussing and exploring the reasons and purpose of terminating. If therapy is terminated for any reason or the client requests another therapist, Westwind Counseling will provide the client with a list of qualified psychotherapists to treat the client. The client may also choose someone on their own or from another referral source.

Should the client fail to schedule an appointment for three consecutive weeks, unless other arrangements have been made in advance, for legal and ethical reasons, Westwind Counseling must consider the professional relationship discontinued.

BY SIGNING BELOW I AM AGREEING THAT I HAVE READ, UNDERSTOOD AND AGREE TO THE ITEMS CONTAINED IN THIS DOCUMENT.