



Nikki Delaney, MA, LPCC, CRS, NCC
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Policies & Procedures

(Please read, then print and sign last page)

Limits of the Therapy Relationship: Psychotherapy is a professional service I can provide to you. Because of the nature of therapy, our relationship has to be different from most relationships. It may differ in how long it lasts, in the topics we discuss, or in the goals of our relationship. It must also be limited to the relationship of therapist and client only. If we were to interact in any other ways, we would then have a “dual relationship,” which would not be right and may not be legal. The different therapy professions have rules against such relationships to protect us both.

About Me:

I am a Licensed Professional Clinical Mental Health Counselor (LPCC), which is the highest licensing level for a counselor in New Mexico. I have a Master's Degree in Counseling and a Bachelor's Degree in Sociology and Family Studies. I have been licensed as a counselor since 2003. I have had special training in Play Therapy as well as School, Family and Couple's counseling. I also work with depression, anxiety, adjustment disorders, stress disorders, phobias, panic attacks, PTSD, mood disorders, bipolar, and sexual issues and addictions. I am not a Psychologist or a Psychiatrist; therefore I am not licensed to prescribe medications and will most likely look to refer a client out to those professionals if medication is needed.

I am very invested in my clients and have the highest hopes that they will be able to reach their goals while working with me. I make myself available to my clients as much as I can. You will be given my email address and my cell phone number which you can use to call or text me to discuss minor things. I will try to answer as soon as I can, but please be mindful and considerate of the day and hour in which you may be trying to reach me.



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About Therapy:

I do Solution Focused Therapy, which is very goal centered. I ask clients to commit to 6 - 12 sessions of therapy to work on the goals that they bring to counseling. I will do Cognitive Behavioral Therapy, Dialectical Behavior Therapy, Goal Centered Therapy, Family, Individual, Couples, Talk and Play Therapy. I give many homework assignments and often ask clients to keep journals and read handouts or books. Counseling can take place anywhere from a couple times a week to once a month. The duration and frequency will be discussed with each client. Counseling has been shown to have both risks and benefits. Some risks can include experiencing of feelings as sadness, guilt, anxiety, anger, frustration, loneliness, hurt, hopelessness, regret, fear, and helplessness. However, the benefits of counseling are that commitment to it has been shown to make significant improvements in people's lives and relationships and to provide necessary skills to manage their issues. Counseling does require very active participation from the client(s) and the most noticeable changes occur when clients take what they learn in therapy and apply it to their lives outside of sessions.

What we know about therapy is that at times, feelings and situations may get worse before they get better. This can be due to the process of therapy bringing feelings to the surface that may have been buried. Do not be discouraged, consistency in the therapy process is very positive and rewarding.

If you do not feel that I am not a good match for you, please discuss your options with me. This usually does not occur with clients who opt to take advantage of the consultation session prior to agreeing to schedule further sessions with me, but if you would like to know your options, they may include seeing a different therapist or a referral may be given if needed. Also suggestions for group therapy, in-patient treatment, and different types of therapy that can be tried may be discussed.

There may be times when therapy may be conducted over the phone or over the internet or even in-home. Please understand the limits of confidentiality when these devices are used and payment arrangements may need to be made



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prior to these types of sessions. Face-to-face sessions are best for dealing with topics of this nature so please make every effort to attend sessions in person as much as possible.

Couples Counseling:

At times while doing couples therapy, I may see either member of the couple for individual sessions as part of couples treatment, please be advised that I will not keep “secrets” that are disclosed during those individual sessions. Do not use your individual sessions to impart information to me that you do not want your partner to know. I will encourage each partner to share information openly and honestly with each other. Please also understand, that at times it may appear that I ganging up on one person or am on one person’s side. It’s important to know that I am on the side of the relationship.

If couples wish to continue therapy after they separate, divorce or break up, please note, that I can only continue seeing one member of the couple after that. It may be up to the couple to determine who will continue seeing me, while I help with a referral for the other person, or it can be based on who contacts and schedules with me first after the decision to break up occurs. At times, I will be the one who determine who I will continue to work with based on what I can offer the client, history, rapport, etc. It is important to note that once couple’s counseling becomes individual counseling, it will not be able to become couples counseling again. For example, if the individual begins a new relationship, I am unable to transition back into couples therapy with that client, even if it is with a new partner. OR, if the original couple does decide to repair their relationship and wishes to continue couples therapy, I will have to assist them in locating a new couple’s counselor while I continue to work with the individual or while I terminate the therapy with the individual and the couple begins couples work with a new therapist.

I am however, able to transition from an individual’s therapist to a couple’s therapist if I start out seeing an individual first, who then wants to start bringing their partner to sessions. Each transition into a new “type” if therapy will



require a new file to be opened which will be separate from the previous file, which will then be a closed file.

If clients enter into therapy as a couple, please keep in mind that either party can obtain access to the file. Copies of the joint file can be requested by either member of the couple at any time. If a couple breaks up, and individual therapy continues for one person, copies of the ex-partner's new individual file will not be accessible to the ex-partner even though they may have started out in couples therapy together. Only the file they produced while attending therapy together will be accessible to the ex's.

Play Therapy & Working with Children and Adolescents:

Play therapy refers to a method of therapy with children in which a therapist uses a child's fantasies and the symbolic meanings of his or her play as a medium for understanding and communication with the child. Children communicate their thoughts and feelings through play more naturally than they do through verbal communication. As the child plays, the therapist begins to recognize themes and patterns or ways of using the materials that are important to the child. Over time, the clinician helps the child begin to make meaning out of the play.

I use directed and non-directed play therapy as well as art, sand tray and games in my work with children. Play therapy can also be used with older children, families and even teens and adults. Play therapy usually entails observing children as they play with appropriate play therapy toys and interacting with them as they play in various ways. It is best if parents do not ask their children about the specifics of their play therapy sessions after they leave the session. At times, I may involve parents or other family members in the play therapy sessions and during those times I may observe the play, direct the play or interact in the play with the parties involved.

Talk therapy can also be useful for children of all ages but it is not always productive or therapeutic for every child. Play therapy is most beneficial for children between the ages of 3 and 12 years old. However, I have worked with very young children who would rather talk than play as well as adolescents who



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would rather play or draw then talk. I may alternate between the types of therapy I use with the various children I see from session to session. If you have questions or concerns about the type of therapy and the progress you may or may not be seeing in your child, please inform me and we can set aside some time to discuss the therapy that your child is receiving.

Appointments:

Appointments are 45 minutes long. From time to time they may extend to 60 minutes long. Times may vary from session to session based on when I feel it best to break for the day. If you are running late to your session, your appointment will still need to end on time and your fee will be the same as a full session. Appointments are made directly with me usually over the phone, through text or through emails. Appointments are made bi-weekly, weekly, bi-monthly or once a month.

CANCELLATIONS:

Appointments must be canceled at least within 24 hours. If less than 24 hours' notice is given for a cancellation then 1/2 of the session fee can be charged. Payment of the late cancellation fee must be paid prior to a new appointment being made. If an emergency occurs that causes you to cancel your appointment after the 24 hours time frame, please let me know. The fee may be waived if you are able to reschedule your session within the same week of your canceled appointment. *If you have paid for a package/program, and you late cancel, I will not charge you or deduct a session from your program, since you have paid for a certain number of guaranteed sessions, however, if cancellations become excessive, I may choose to resend this policy and deduct a session. It is best for your therapy success if you reschedule ASAP.

NO-SHOWS:

If a no-show occurs, the entire cost of the session fee will be charged. This fee will need to be paid prior to making any further appointments. *If you have paid for a package/program and you no- call/no-show, I will deduct one of the sessions from your total sessions remaining. Inclement weather, deaths in the



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family and hospitalizations will not be charged late cancellation fees, but please be courteous to my time and make every effort to contact me if you WILL NOT be able to attend session.

Emergencies:

I do not provide emergency services. You may try to reach me by phone or text if you have an emergency but I may not be able to respond until the next business day. On weekends, it may a few days before I can respond. If you have an emergency please arrange to visit your nearest hospital emergency room for services.

Fees:

My fees vary per session and per client due to their needs and program. Fees can be discussed at time of scheduling and will include taxes. I offer various deals, packages and payment plans to my clients who are paying out of pocket for therapy. Payment is due prior to or at the time services are rendered. Payment is usually collected prior to the start of the session, or clients are set up in an auto billing system. If payment is not made or a credit card is declined, therapy will have to be rescheduled. I accept cash, checks, VISA, MasterCard, Discover, FSA and HSA cards. Make checks to: *A New You, LLC*.

Packages & Program Fees:

If you are signing up for a Couples or Individual Program or Package, be advised that they are not paid per session, and by signing up for them, you are agreeing to pay the full cost of the set number of sessions provided in the program. Full payment or monthly payment arrangements must be made either during the consultation session or prior to the first session of the program/package. Monthly payments will be scheduled with a secure, online billing system where your credit or debit card is stored and withdrawals will occur on regular dates each month until the full balance is paid.



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*IF YOU DECIDE TO TERMINATE COUNSELING PRIOR TO THE END OF THE PROGRAM OR BEFORE ALL SESSIONS HAVE BEEN COMPLETED, THE REMAINING BALANCE FOR THE TOTAL PROGRAM FEE MUST BE PAID WITHIN 14 DAYS. This also applies if you are in a couples counseling program and you decide to end your relationship or divorce or simply discontinue your counseling before your program is over. If that happens, you have the option of one of you deciding to continue counseling as an individual client or you can choose to postpone further sessions for up to a year from the date of your first session, but remember refunds will not be given under any circumstances for unused sessions.

Sliding Scale Fees:

I do work on a sliding scale fee as well. For my clients who utilize this, my fees are between each individual client and myself. At times sliding scale packages for 4, 6 or 8 sessions can be offered if payment is made in advance. If there are issues with no-shows, late cancellations or with payments in general, I reserve the right to ask for a credit card to be placed on file before therapy can continue.

Document Fees:

If letters or documentations are required to be written or filled out by me for legal purposes or to prove therapy attendance or to report on therapy there will be a fee of \$20 per hour with a minimum of 1 hour of payment required.

Insurance:

Insurance companies will at times, not cover some types of therapy including relationship counseling. If you choose to use insurance, you must call your insurance company to ensure that they will reimburse you for "Out of Network Providers" for counseling services. I will require payments to be made to me upfront, and I can provide you with a Superbill that you can submit to your insurance company yourself to be reimbursed for payments made. I must have pre-approval prior to scheduling these types of sessions and I cannot



guarantee that you will be able to recoup the fees paid to me. Insurance companies may require a diagnosis before payment is given for services. They may also have deductibles, fluctuate their coverage and co-payments, they may limit the amount and quality of your care and your privacy can be affected. These are some of the reasons that I no longer have contracts with insurance companies and why paying out of pocket is preferred. I do accept Flexible Spending Account (FSA) or Health Saving Account (HSA) cards as long as you have coverage specifically for counseling and/or couples therapy on your account.

Confidentiality:

You are entitled to confidential treatment, meaning what you say in therapy is kept private. Everything that happens in therapy is strictly confidential and protected under the law. Your therapist cannot discuss anything about your therapy, or even identify that you are a client. Confidentiality cannot be guaranteed if you choose to email, text, Skype or leave detailed voice mail messages. If you email me detailed and potentially sensitive voice or email messages, they are vulnerable to being hacked. Do not use email as a therapy medium to write lengthy personal messages about counseling related topics. I will not respond to those emails so please hold those thoughts for in-person sessions.

Limits of Confidentiality:

There are some instances when a therapist will talk with someone about your case *without* obtaining your consent which is allowed under the law. These include reviewing your case during Clinical Supervision or Peer Consultation, sharing required information with your health insurance, discussing your case with other mental health or healthcare providers to collaborate services provided to you. There are some instances in which a therapist is required to break confidentiality under the law. These include:

Child Abuse of children under the age of 18: includes physical or sexual abuse, neglect, excessive corporal punishment, child abduction and exposure to



domestic violence that is traumatizing to the child. Abuse that happened in your childhood prior to becoming an adult is not reportable unless there is a child who is currently in danger of being abused. I am required to report suspected abuse in addition to known abuse.

Dependent Adult/Elder Abuse includes physical abuse, sexual abuse, neglect, abduction, financial abuse, self-neglect, isolating the adult and not providing proper care, including medical and mental health needs. Intent to Harm Yourself or Others: If you disclose the intention or a plan to harm another person, I am legally required to warn the intended victim and report this information to legal authorities. If you disclose or imply that you have a plan to harm or kill yourself, I, as a therapist, am required by law to take precautions to keep you safe. Minors/Guardianship: Parents or legal guardians of non-emancipated minors have the right to access the client's records. I ask all parents NOT to do this for the success of treatment of your child, but it is a parent's legal right, unless the minor meets the exceptions to mental health treatment under the law

Death of a Client:

In the case of your death, all of your records are still protected under the law unless you have specified otherwise in writing to me. For minors, parents and legal guardians have a legal right to access your records if you die.

Privilege is a legal concept. In a court of law, your right to confidentiality is legally protected. The only way this can be broken is under the following conditions:

1. You elect to waive your right to privilege If you are in a court

proceeding and want the therapist to testify on your behalf or release your records to your attorney or the court, you are waiving your right to privilege. You must give your therapist written permission to waive your right to privilege. It is important to know that any time you waive your right to privilege all of your therapy records can be released to the court and attorneys. You cannot control



what content is released. You cannot control the content of the therapist's testimony.

2. *Introducing your mental status in court.* If you use your mental health status in court or introduce it during a legal proceeding, you automatically waive your right to privilege.

3. *Lawsuits* If you decide to pursue legal action against your therapist or the therapist seeks legal remedies to obtain payment for services provided for which you refused to pay, you do not have the right to privilege.

4. *Judges Order* Therapists are required to release client records or testify in court if a judge orders this. This does NOT include subpoenas from attorneys.

Technology Policy:

In order to further protect confidentiality it is important to note that I ask that cell phones be turned off while in session. Calls and texts should be made outside the session. If you must leave your phone on for "on-call" or emergency purposes please advise me prior to your session. Please be aware that pictures, videos or voice recordings are NOT allowed in the office. Recording of sessions is strictly prohibited. Session recordings will only be allowed if all parties involved agree to such recordings and sign a release authorizing such recordings. This policy will be firmly followed due to confidentiality concerns.

Client's Access to Their File:

The therapeutic records will be in a locked and secured location. They do contain some of your private information but access is limited to those files. You do have access to your therapy file. The data contained within the medical record belongs to the patient, whereas the physical form the data takes belongs to the entity responsible for maintaining the record per the Health Insurance Portability and Accountability Act. Patients have the right to ensure that the information contained in their record is accurate, and can petition their health care provider to amend factually incorrect information in their records.



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You can obtain a copy of your file, much like of a medical file but by law, I am not required to give you copies of any personal notes that I take, which are kept separate from your therapy medical file. If you require a copy of your file, please email me requesting them and I will get a copy to you within 30 days.

Insurance companies will require some information about your diagnosis and other potentially sensitive information, but they usually do not request your entire therapy file. The HIPAA Privacy Rule regulates the use and disclosure of Protected Health Information (PHI) held by covered entities. PHI is any information held by a covered entity which concerns health status, provision of health care, or payment for health care that can be linked to an individual. A covered entity may disclose PHI (Protected Health Information) to facilitate treatment, payment, or health care operations without a patient's express written authorization. Any other disclosures of PHI (Protected Health Information) require the covered entity to obtain written authorization from the individual for the disclosure. However, when a covered entity discloses any PHI, it must make a reasonable effort to disclose only the minimum necessary information required to achieve its purpose. If you are uneasy about your insurance company knowing certain details about you, then you are welcome to be a self-pay client so Insurance will not be involved.

Childcare Policy:

It is not in the best interest of your children or productive for you to have your children in session with you while you are undergoing therapy. Children under the age of 12 are not allowed to be left unattended in the waiting area either. Please make arrangements for childcare prior to your appointment. If you arrive for your scheduled appointment with young children and no childcare, you will have to reschedule your session and a fee of 1/2 your session fee for a late cancellation will be charged. If you do not have childcare, please discuss this with me prior to your session so we may discuss your options.



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Coordination of Treatment:

At times, it may prove to be beneficial for all health care providers to work together. Therefore, if necessary, I may want to communicate with your primary care physician and your psychiatrist. Your consent is valid for one year. No information will be shared without your consent. A separate "Release of Information" form will be required to be signed if contact is made with other health care providers.

(Please print and sign next pages)



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PLEASE FILL OUT AND RETURN TO THERAPIST:

___ You may inform my physician(s) ___ I decline to inform my physician(s)
PHYSICIAN'S NAME: _____ PHONE: _____

___ You may inform my psychiatrist ___ I decline to inform my psychiatrist
PSYCHIATRIST'S NAME: _____ PHONE: _____

Please understand that therapy does not have a guarantee of success. In couples counseling there are no promises that the couple will stay together if they participate in therapy. Some children may not improve with play or talk therapy. Success of therapy depends very much on the commitment to making the necessary changes needed, the consistency of attending and learning, the utilization of tools and the understanding that it takes work from all involved.

By signing here, you are stating that you have read and understand the above information and that all questions and concerns have been addressed. By signing below, you agree not to subpoena me to testify for or against either party in the case of couples or family counseling or to provide records in a court action. Please note that I do not and will not participate or testify in divorce court or child custody proceedings.

Signature of Client

Date

Signature of Client

Date

YOUR CONTACT INFO:

Name: _____

Address: _____ Zip: _____

Home phone: _____ Cell phone: _____

Email: _____



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_____ Yes it is OK to text or call my cell number and leave messages

_____ Yes, it is OK to email me with Handouts, Homeworks, Articles, Readings, Correspondences and Newsletters.

Signature of Therapist

Date