



# Operating Procedures

## Practices and Procedures

This document contains important information about our professional services and business policies. It also contains summary information about the Health Insurance Portability and Accountability Act (HIPAA), a federal law that provides privacy protections and patient rights about the use and disclosure of your Protected Health Information (PHI) for the purposes of treatment, payment, and operations. Although these documents are long and sometimes complex, it is very important that you understand them. When you initial and sign the Client Information Form regarding this document, it will also represent an agreement between us. We can discuss any questions you have when you sign them or at any time in the future.

### CODE OF CONDUCT

As a Provisionally Licensed Mental Health Practitioner, Nina Wilson is required by law to adhere to the Code of Conduct for practice as a PLMHP that has been adopted by the Nebraska Department of Health and Human Services. Should you wish to file a disciplinary complaint regarding Nina Wilson's practice as a PLMHP, you may contact Nebraska DHHS. Furthermore, as we fully believe in this code of conduct, all services will be held to this standard.

Our services require a relationship between people that works in part because of clearly defined rights and responsibilities held by each person. As a client you have certain rights and responsibilities that are important for you to understand. In regards to COUNSELING/THERAPY there are also legal limitations to those rights that you should be aware of. These rights and responsibilities are described in the following sections.

### PSYCHOTHERAPY

Psychotherapy has both benefits and risks. Risks may include experiencing uncomfortable feelings, such as sadness, guilt, anxiety, anger, frustration, loneliness and helplessness, because the process of psychotherapy often requires discussing the unpleasant aspects of your life, and taking behavioral steps that may be outside of your normal behavior. However, psychotherapy has been shown to have benefits for individuals who undertake it. Therapy often leads to a significant reduction in feelings of distress, increased satisfaction in interpersonal relationships, greater personal awareness and insight, increased skills for managing stress and resolutions to specific problems. But, there are no guarantees about what will happen. Psychotherapy requires a very active effort on your part. In order to be most successful, you will have to work on things we discuss outside of sessions.

The initial session will involve an assessment of your needs, which will help me to offer you some initial impressions of what our work might include, discuss your treatment goals, and create an initial treatment plan. Please evaluate this information and make your own assessment about whether you feel comfortable working with me. If you have questions about my procedures, it is beneficial to discuss them whenever they arise. If your doubts persist, we will be happy to help you set up a meeting with another mental health professional for a second opinion.

### APPOINTMENTS

Appointments will ordinarily be 45-50 minutes in duration, once per week at a time you and your practitioner agree on, although some sessions may be more or less frequent as needed. The time



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scheduled for your appointment is assigned to you and you alone. If you need to cancel or reschedule a session, we ask that you provide your practitioner with 24-hours-notice. Please see the financial agreement for fees incurred due to late notice and no-show appointments. If it is possible, your practitioner will try to find another time to reschedule the appointment. In addition, you are responsible for coming to your session on time; if you are late, your appointment will still need to end on time.

In addition to weekly appointments, it is our practice to charge on a prorated basis (we will break down the hourly cost) for other professional services that you may require such as report writing, telephone conversations that last longer than 15 minutes, attendance at meetings or consultations which you have requested, or the time required to perform any other service which you may request of us. If you are receiving COUNSELING/THERAPY services and you anticipate becoming involved in a court case, we recommend that we discuss this fully before you waive your right to confidentiality. If your case requires your therapist's participation, you will be expected to pay for the professional time required even if another party compels them to testify. Please see, additionally, the counseling agreements in regards to minor children, families, and couples.

### INSURANCE

In order for us to set realistic treatment goals and priorities, it is important to evaluate what resources you have available to pay for your treatment. If you have a health insurance policy, it will usually provide some coverage for mental health treatment. With your permission, we will assist you to the extent possible in filing claims and ascertaining information about your coverage, but you are responsible for knowing your coverage and for letting me know if/when your coverage changes.

Due to the rising costs of health care, insurance benefits have increasingly become more complex. It is sometimes difficult to determine exactly how much mental health coverage is available. Managed Health Care plans may refuse to provide reimbursement for services. Most insurance companies require you to authorize me to provide them with a clinical diagnosis. (Diagnoses are technical terms that describe the nature of your problems and whether they are short-term or long-term problems. All diagnoses come from a book entitled the DSM-V. There is a copy in my office and I will be glad to let you see it to learn more about your diagnosis, if applicable.). Sometimes we have 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.

Insurance companies have their own policies regarding patient information. In some cases, they may share the information with a national medical information databank. We will provide you with a copy of any report we submit, if you request it.

Many policies leave a percentage of the fee (which is called co-insurance) or a flat dollar amount (referred to as a co-payment) to be covered by the client. Either amount is to be paid at the time of the visit. Some insurance companies also have an annual deductible, which is an out-of-pocket amount, paid by the patient before the insurance companies begin paying any amount for services until the annual deductible has been met. It is important to remember that you always have the right to pay for our services yourself, unless prohibited by my provider contract.

If we are not a participating provider for your insurance plan, we will supply you with a receipt of payment for services, which you can submit to your insurance company for reimbursement. Please note that not all insurance companies reimburse for out-of-network providers. If you prefer to use a participating provider, we will refer you to a colleague.



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COUNSELING/THERAPY is the ONLY service provided that is POTENTIALLY eligible for insurance reimbursement. Coaching and other services require DIRECT PAY due at the time of services unless otherwise stated.

## PROFESSIONAL RECORDS

COUNSELING/THERAPY is the ONLY service that REQUIRES us to keep professional records. Your records are maintained in a secure location. We keep brief records noting that you were here, your reasons for seeking therapy, the goals and progress we set for treatment, your diagnosis, topics we discussed, your medical, social, and treatment history, records we receive from other providers, copies of records I send to others, and your billing records. Except in specific circumstances, you have the right to a copy of your file. Because these are professional records, they may be misinterpreted and / or upsetting to untrained readers. For this reason, we recommend that you initially review them with me, or have them forwarded to another mental health professional to discuss the contents. If we refuse your request for access to your records, you have a right to have my decision reviewed by another mental health professional, which we will discuss with you upon your request. You also have the right to request that a copy of your file be made available to any other health care provider at your written request.

## SUPERVISION/CONSULTATION

For COUNSELING/THERAPY clients, Nina Wilson is a Provisionally Licensed Mental Health Professional. She is required by law to have weekly supervision with a fully licensed professional through Nebraska DHHS. During supervision/consultation your therapist will review your information with respective LIMHP. In entering an agreement to psychotherapy services with Nina Wilson, MS, PLMHP at One Life Holistic Health, you are in full understanding of this process and that this in no way hinders your confidentiality. If you have questions or concerns in regards to Ms. Wilson please feel free to contact her supervisors.

## CONTACT

We are often not immediately available by telephone. We do not answer my phone when we are with clients or otherwise unavailable. At these times, you may leave a message on my confidential voice mail and your call will be returned as soon as possible, but it may take a day or two for non-urgent matters. If, for any number of unseen reasons, you do not hear from me or we are unable to reach you, and you feel you cannot wait for a return call or if you feel unable to keep yourself safe please contact 9-1-1 or go to your nearest emergency room. We will make every attempt to inform you in advance of planned absences.

## OTHER CLIENT RIGHTS

You have the right to considerate, safe and respectful care, without discrimination as to race, ethnicity, color, gender, sexual orientation, age, religion, national origin, or source of payment. You have the right to ask questions about any aspects of therapy and about my specific training and experience. You have the right to expect that we will not have social or sexual relationships with clients or with former clients.

## CLIENT RESPONSIBILITIES

You, the client are a full partner in our services. Your honesty and effort are essential to success. As we work together, if you have suggestions or concerns about your services, we expect you to share these with us so that we can make the necessary adjustments. If we determine that you would be better served by another provider, we will help you with the referral process. If you are currently receiving



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services from another mental health professional, we expect you to inform me of this and grant us permission to share information with this professional so that we may coordinate our services to you.

### Electronic Communication Policy

In order to maintain clarity regarding our use of electronic modes of communication during please refer to the following policy. The use of various types of electronic communications is common in our society. MANY OF THESE FORMS OF COMMUNICATION ARE NOT HIPPA COMPLIANT AND THEREFORE PUT YOUR PRIVACY AT RISK AND CAN BE INCONSISTENT WITH THE LAW AND WITH STANDARDS OF THE COUNSELING PROFESSION. Consequently, this policy has been prepared to assure the security and confidentiality of services received even it that service is not counseling as well as to assure it is consistent with ethics and the law.

If you have any questions about this policy, please feel free to discuss this with us.

#### **EMAIL, CELL PHONE, TEXT MESSAGING**

We DO NOT use email communication for COUNSELING/THERAPY clients as it is not HIPPA compliant, if you contact your therapist via Email, they may respond, but will not initiate contact in this form. It should be noted that our Email is encrypted but not necessarily HIPPA compliant. This is a risk you would be choosing to take. Our practitioners use cell phones only for administrative purposes with COUNSELING/THERAPY clients and only with other clients if another agreement has been made. That means that email exchanges and cell phone messages with our office should be limited to things like setting and changing appointments, billing matters and other related issues. If you need to discuss a clinical matter with your therapist, please feel free to call our office phone or wait until your next session. Please be aware that both of these items have possible storage in "the cloud" which is not HIPPA compliant nor is that information regulated. Text messaging is also a very unsecure and impersonal mode of communication. Occasionally we will use text messaging for administrative purposes such as automated appointment reminders and/or automated accountability for COACHING clients. We DO NOT suggest this form of communication not only due to lack of HIPPA compliance, but we also do not guarantee a response.

#### **SOCIAL MEDIA**

One Life Holistic Health and Nina Wilson participate on various social networks, both personally and in a professional capacity. If you have an online presence, there is a possibility that you may encounter Nina Wilson's personal accounts. If that occurs, please discuss it with her during your time together. Any communications with clients online have a high potential to compromise the professional relationship. In addition, please do not try to contact her through her personal pages. She will not respond and will terminate any online contact. We do not communicate with, or contact any of our clients through social media platforms like Twitter and Facebook unless it is through our business page and ONLY for information regarding contests, sales, and OTHER services than COUNSELING/THERAPY. In addition, these are to be used only as previously stated in the email portion of this policy. We hold ethics to a high standard. Our therapists are bound by that standard not to have outside relationships with our clients as to protect your privacy and your interests. If you use any of the current "check in" apps, you should be mindful of it "checking in" when you attend sessions at our office to protect your privacy as OLHH does serve counseling/therapy clients. We will not use web searches or social media to gather information about you without your permission. If you encounter any information about our



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practitioners through web searches, or in any other fashion for that matter, please discuss this with them during your time together so that we can deal with it and its potential impact on your service.

### WEBSITES

You are free and encouraged to access [www.onelifeholistichealth.com](http://www.onelifeholistichealth.com). You are welcome to access and review the information that we have on our website.

### OTHER USE OF ELECTRONIC INFORMATION

We use "Square" for all credit card processing. If you choose to pay by credit card, your credit card information as well as personal information is not stored. All financial transactions are covered under privacy under PCI regulations. However, at the end of signing, if you press send Email receipt or Text receipt, they ARE NOT under these regulations and may be at risk. We will always supply you with a written receipt of payment for this option.

We also inform you that our therapists use an Electronic Record for each client and these records are covered under HIPPA and privacy measures. If you have any questions or concerns please feel free to discuss them with your therapist.

## Financial Policy

This statement is to inform you of One Life Holistic Health's financial policy. We are committed to providing you with the highest quality service. Our financial policy is intended to facilitate excellent service to you, while minimizing administrative costs.

All charges incurred are your responsibility regardless of your insurance coverage. We must emphasize that as your provider, our relationship is with you, the client, not with your insurance company in the event that insurance is used for your service. As a courtesy to you, we will help you process all your insurance claims. In order to do so, you must provide current and accurate insurance information.

COUNSELING/THERAPY is the ONLY service provided that is POTENTIALLY eligible for insurance reimbursement. Coaching and other services require DIRECT PAY due at the time of services unless otherwise stated.

Please refer to financial agreement for full range of financial responsibility.

### FEES FOR SERVICES

|                        |       |
|------------------------|-------|
| Initial Therapy:       | \$180 |
| Individual Therapy:    | \$130 |
| Couples Therapy:       | \$140 |
| Family Therapy:        | \$140 |
| Cash Pay Only:         | \$65  |
| *Coaching Package:     | \$400 |
| **Coaching Individual: | \$65  |
| Late Cancelation Fee:  | \$45  |
| Missed Appointment:    | \$55  |

\*Weight Management packages have the option of supplements and superfood nutrition in which programs will be priced based on individual need.

\*\*Individual coaching sessions may only be purchased by those whom have previously purchased a coaching package.



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### **Minor Services Policy**

Prior to beginning treatment, it is important for you to understand my approach to minor services, especially in therapy and agree to some rules about your child's confidentiality during the course of his/her treatment. The information herein is in addition to the information contained in the Patient-Therapist Agreement. Under HIPAA and the APA Ethics Code, we are legally and ethically responsible to provide you with informed consent for therapy services but hold these standards for all services. As we go forward, we will try to remind you of important issues as they arise.

One risk of child services/therapy involves disagreement among parents and/or disagreement between parents and practitioner/therapist regarding the best interests of the child. If such disagreements occur, we will strive to listen carefully so that we can understand your perspectives and fully explain our perspective. We can resolve such disagreements or we can agree to disagree, so long as this enables your child's therapeutic progress. Ultimately, you will decide whether therapy will continue. If either of you decides that therapy should end, we will honor that decision, however we ask that you allow us the option of having a closing session to appropriately end the service/treatment relationship.

Therapy is most effective when a trusting relationship exists between the therapist and the patient. Privacy is especially important in securing and maintaining that trust. One goal of treatment is to promote a stronger and better relationship between children and their parents. However, it is often necessary for children to develop a "zone of privacy" whereby they feel free to discuss personal matters with greater freedom. This is particularly true for adolescents who are naturally developing a greater sense of independence and autonomy. By signing this agreement, you will be waiving your right of access to your child's treatment records.

It is our policy to provide you with general information about service/treatment status. We will raise issues that may impact your child either inside or outside the home. If it is necessary to refer your child to another mental health professional with more specialized skills, we will share that information with you. We will not share with you what your child has disclosed to me without your child's consent. We will tell you if your child does not attend sessions. Throughout treatment, we will provide you with verbal summaries that will describe what issues were discussed, what progress was made, and what areas are likely to require intervention in the future.

If your child is an adolescent, it is possible that he/she will reveal sensitive information regarding sexual contact, alcohol and drug use, or other potentially problematic behaviors. Sometimes these behaviors are within the range of normal adolescent experimentation, but at other times they may require parental intervention. We must carefully and directly discuss your feelings and opinions regarding acceptable behavior. If we ever believe that your child is at serious risk of harming him/herself or another, we will inform you.

Although our responsibility to your child may require my involvement in conflicts between the two of you, we need your agreement that our involvement will be strictly limited to that which will benefit your child. This means, among other things, that you will treat anything that is said in session with us as confidential. Neither of you will attempt to gain advantage in any legal proceeding between the two of you from my involvement with your children. In particular, we need your agreement that in any such proceedings, neither of you will ask me to testify in court, whether in person, or by affidavit. You also agree to instruct your attorneys not to subpoena me or to refer in any court filing to anything we have said or done.

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Note that such agreement may not prevent a judge from requiring my testimony, even though we will work to prevent such an event. If we are required to testify, we are ethically bound not to give our opinion about either parent's custody or visitation suitability. If the court appoints a custody evaluator, guardian ad litem, or parenting coordinator, we will provide information as needed (if appropriate releases are signed or a court order is provided), but we will not make any recommendation about the final decision. Furthermore, if we are required to appear as a witness, the party responsible for our participation agrees to reimburse me at the rate of \$200 per hour for time spent traveling, preparing reports, testifying, being in attendance, and any other case-related costs.

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