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DECLARATION OF PRACTICES AND PROCEDURES DESCRIPTION OF CLIENT RIGHTS

The information in this document is to inform you of the counseling process: what you can expect during therapy, your rights and responsibilities, my qualifications and responsibilities to you, and policies and procedures. The counseling relationship is meant to provide an environment that is safe and trusting, with support necessary for you to make lasting, empowered change. Please read this information carefully; if there is any information that you need help understanding, please ask me to clarify.

My Qualifications and Approach to Therapy

I received my Master of Arts in Counseling in 2017 and am currently a Provisionally Licensed Mental Health Practitioner, license # 11116. For purposes of supervision and diagnostics, I utilize the services of Rachel Meier, LIMHP. I am a professional member of the American Counseling Association and the Nebraska Counseling Association.

My approach to therapy is strengths-based and solution-focused, and tailored to meet each person's needs. Counseling is most successful when participants are committed to improving and are actively engaged in the counseling process. As part of this process, there may be times that you experience thoughts that bring discomfort. As you begin your journey of growth and change, those around you may also experience discomfort and disruption. It is important to remember that this discomfort can be a normal part of creating positive change. These feelings you may have can be discussed during the counseling, to help you process and understand these changes. It is your right to choose whether to include certain techniques as part of your growth process, as it is your right to choose to participate in therapy. It is important for you to understand that counseling has been shown to provide benefits and can create lasting positive change for those who complete the process. Often, results of therapy are better personal relationships, more inner motivation to sustain positive growth, and reduced feelings of distress.

If you decide that this process will not be to your benefit, it is important to consider alternatives that may help you to achieve the positive change you seek. For example, community support groups or a therapist with a different approach may better suit your needs. Potential alternatives can be discussed and I will provide you with guidance to the best of my ability.

Please be aware that I cannot guarantee positive results for you if you choose to attend therapy with me, or if you become involved in an alternative to counseling.

Your Responsibilities as a Client

You are responsible for scheduling appointments and arriving to your sessions on time. It is preferred that we set a tentative weekly schedule at our initial session. Session lengths will be determined at our first meeting and may be determined based on insurance regulations. If you arrive late, our session will still end at the scheduled time, so that the next person's appointment is not delayed. If you will miss a session, a 24-hour advance notice is required; otherwise you will be charged a late fee of \$50 for that session at the time of that missed session, which will not be covered by insurance. I understand that emergencies may arise in which a 24-hour notice is not possible; in this case, notify me as quickly as possible and I will determine whether the late fee will be waived.

Please cancel appointments by phone only (call or text); cancellations by email or any other method will not be recognized because it is not guaranteed that I will access these other modes each day. My phone number is **402-631-1985**

You are responsible for notifying me of any health issues that may affect your counseling journey. It is advisable that you provide me with a list of any medications you are currently taking.

You are responsible for making your own choices during your counseling journey. While I may help you consider possibilities and consequences for decisions, it is against my Code of Ethics to advise you to make specific decisions.

Fees and Payment

Fees will be determined prior to treatment and may be based on your insurance. If your insurance policy includes a copayment, you will be responsible for that cost at the beginning of each session. If opting for Private Pay, payment is due in full at the beginning of each scheduled appointment. Acceptable forms of payment include cash, personal check, Visa, MasterCard, American Express, or Discover. Bills for outstanding balances are automatically generated and mailed on the 30th of each month and the due date will be printed on that bill. Should you need services outside of counseling (such as telephone conversations longer than 5 minutes, report writing, meetings with other professionals pertaining to your treatment, or any other service requested), a fee may apply. In the event of services needed for any legal involvement, such as testifying in court, a fee will be determined prior to services upon discussion of specific services needed.

Should you not meet the responsibility to pay your counseling fees, I may discontinue providing services to you at my discretion. Every effort will be made to retrieve payment before legal action is taken, however, legal action may be used as a method to retrieve payment. I will not be held responsible for any harm to you incurred from the discontinuation of services due to lack of payment.

Insurance Reimbursements and Managed Mental Health Care

If your insurance policy includes a copayment, you will be responsible for that cost at the beginning of each session. If you have an insurance policy, it is important that you find out exactly what mental health services your policy covers. If you are unsure, call your insurance company and ask for assistance. Be clear that you are responsible for full payment of fees should your insurance company not provide full reimbursement. Should the insurance company have questions regarding my qualifications and services, I am happy to speak with your administrator to help get you the best care possible.

Managed Health Care plans, such as HMOs and PPOs, often include strict regulations to therapy, such as types and number of services, and medications. They may also regulate which therapists are in their network, and hence, which therapists you are able to see. These companies also often require detailed reports of progress in counseling, and possibly copies of your client file. Please be clear if your services are to be managed by such a firm. I can assist you in understanding certain aspects of Managed Mental Health Care and work to provide you with the best care possible in this circumstance.

In most cases, third-party payers require that services are “medically necessary”, meaning 1) you have a covered condition (a diagnosis), and 2) the services are expected to make improvements on that condition. Please note I do not have control over any aspect of their rules.

Confidentiality

As my client, you have the right to privacy. My duty is to create the best environment possible for you to experience positive change, and your privacy is crucial to this experience. Positive growth is fostered best in a place where you can feel safe sharing information, so that we can collaborate effectively on the best method to help you reach your goals. As part of this right, I will refrain from discussing your case in public settings, with other clients, or with my own friends or family. We will discuss only things that are related to your concerns and growth, and will not discuss topics of personal nature outside of what is important for you in a therapeutic way.

During the counseling process, you are entitled to absolute confidentiality. I am ethically and legally bound to keep the information you tell me in our sessions between you and myself. This includes information that you tell me during counseling, as well as the fact that you are using my services. If you wish, you may ask me to share certain information with others, but I will never do so without your prior consent. Under the provisions of the Health Care Information Act of 1992, I may legally speak to another health care provider or a member of your family without your prior consent, but I will only do this in the case of an emergency.

Please be aware that there are specific exceptions to your rights to confidentiality, according to the law. These reasons are highlighted below:

- 1. If I have reason to believe that you will harm another person, it is my duty to attempt to inform that person, as well as inform the police.**
- 2. If I have reason to believe that you are neglecting or abusing a child or a vulnerable adult, or if you tell me about somebody else that is doing this, I must break confidentiality**

and inform Child Protective Services within 48 hours and Adult Protective Services immediately.

3. If I have reason to believe that you are at imminent risk of harm to yourself, I am legally able to intervene and inform those who can provide safety to you.

4. If you tell me of the behavior of another named health or mental health care provider that informs me that is person has either (a) engaged in sexual contact with a patient, including yourself, or (b) is impaired from practice in some manner by cognitive, emotional, behavioral, or health problems, then the law requires me to report this to their licensing board at the Nebraska Dept. of Health. I would inform you before taking this step. *Under this kind of reporting, your confidentiality would remain protected under the law.*

4. If I receive a court order, I may be required to give up some information discussed in counseling.

5. If you choose to sue me, you give up your right to confidentiality.

6. If you choose to sue someone else on the grounds of psychological damage, you give up your right to confidentiality.

If a legal situation arises in which others seek information about our counseling, I will coordinate with you how to deal with possible disclosures, and seek my own legal advice as needed, so that your information is always handled with the greatest care.

There may be other limits to confidentiality. For example, if I learn that you are planning to commit a crime, or if you have a communicable or life-threatening disease, and others may be put at risk because of this, I may be able to break confidentiality. In such cases, I will communicate with you this possibility and encourage alternate actions.

In the event that I must share your information with others, I will strive to share the minimum amount of information necessary, while striving to ensure that you are receiving the optimal level of care with the least amount of risk of loss of personal information.

Please keep in mind that communication by email or any other electronic method cannot be guaranteed to remain completely confidential. Information communicated via these methods of communication remains in the virtual realm, and while it is unlikely that anybody else would seek this information, it cannot be guaranteed that it can be completely guaranteed.

Record Keeping

I keep brief records noting appointment dates and times, topics discussed and interventions used during session. Under the provisions of the Health Care Information Act of 1992, you have the right to a copy of your file at any time. You have the right to request that I correct any errors in your file. You have the right to request that I make a copy of your file available to any other health care provider at your written request. I maintain your records in a secure location that cannot be accessed by anyone else.

Minors

If you are under the age of 19, you are subject to certain state laws that may limit your rights to confidentiality. The law may state that your guardian retain the right to review your records. However, this topic will be discussed and efforts will be made to collaborate with your parents in a way that keeps your best interest in mind. If I feel you are at risk for harm to yourself or others, this confidentiality may be broken. This information will be discussed at the onset of counseling and handled on a case-by-case basis.

Ending the Counseling Relationship

Throughout our counseling sessions, we will discuss your progress and goals, and will begin to discuss the end of therapy when the time is appropriate. There are some instances in which I reserve the right to end counseling. If it is my professional opinion that my services and areas of expertise would not help you meet your goals, I will inform you of this, and help you find another therapist who may be better suited for you. If I find reason to believe that you intend to harm myself, any of my associates, or my family, I can end our counseling relationship immediately. Other situations may arise in which it may become necessary to discuss ending counseling, and these instances will be handled on a case-by-case basis.

How to Contact Me/ Emergency Contact Information

My phone number is 402-631-1985, and I can usually be reached from 9:00am to 5:00pm Monday – Friday. If I am with a client, I will not answer my phone, but will attempt to respond to a phone message within 24 hours (business days only). When you leave a phone message, please include the following information: your name, a phone number to reach you at, the best times to reach you during business hours, and a brief description of your reason for calling. Please make every attempt to refrain from contacting me via email or any other electronic method. It is advised that you keep other important phone numbers, such as the closest hospital or your primary physician, nearby.

The hotline for the Mental Health Crisis Center is 402-475-6695, and can be reached 24 hours/day. *In the event of a true emergency, in which immediate help is necessary, please call 911 or go to your nearest hospital and ask for mental health services.*

There may be times that I am away for professional meetings, vacations, or due to illness. In these events, I will make every effort to notify you in advance. During these times, I will not return phone calls or check email messages. If you need assistance during these times, call the Mental Health Crisis Center at 402-441-8276 or 402-475-6695 (24-hour hotline) or call 911 if it is a true emergency.

HIPAA

I have received Mind Matters LLC's Notice of Privacy Practices and the Summary of the HIPAA Privacy Rule. I understand that a copy of the Records Amendment form is available upon my request. My signature below confirms receipt of this information. _____ *I prefer to waive my right to the HIPAA Policy Statement*

Signature: _____ Date: _____

Arbitration Agreement

I agree to address any grievances I may have directly with my therapist immediately. If we cannot settle the matter between us, then a jointly agreed-upon outside consultation will be sought. If not, an arbitration process will be initiated, which will be considered as a complete resolution and legally binding decision under the law. *Notice: By signing this contract you are agreeing to have any issue of medical or psychological malpractice decided by neutral arbitration and you are giving up your right to a jury or court trial. See "Article 1" below:*

Article 1: It is understood that any dispute as to medical malpractice, that is as to whether any medical services under this contract were unnecessary or unauthorized or were improperly, negligently or incompetently rendered, will be determined by submission to arbitration as provided by Nebraska law, and not by lawsuit or resort to court process except as Nebraska law provides for judicial review or arbitration proceedings. Both parties to this contract, by entering into it, are giving up their constitutional right to have any such dispute decided in a court of law before a jury, and instead are accepting the use of arbitration. Any arbitration process will be considered as a complete resolution and legally binding decision. The client will be responsible for the costs of this process. In agreeing to treatment, you are consenting to the above-identified grievance procedures. This agreement constitutes the entirety of our professional contract. Both parties must sign any changes. I have a right to keep a copy of this contract.

Client Consent to Counseling

I have read in full the information provided in this document. I have had sufficient time to review the information provided and discuss any questions with the counselor. I understand the information provided and agree to all terms. By signing below, I agree to participate in counseling with Krysta J. Oehm, M.A., PLMHP, and abide by all terms discussed in this form.

Client Signature: _____ Date: _____

Witness Signature: _____ Date: _____

Therapist Signature: _____ Date: _____

Consent for Treatment for Minor or Person with a Guardian

I, _____ (please sign your name), attest that I have legal custody/guardianship or have been approved to sign for _____ (please print name of minor). I agree to have this person enter a voluntary and professional therapeutic relationship with _____ (signature of therapist).