

Complementary and Alternative Health Care

Client Bill of Rights - Minor

1) Business Information:

Name: Roberta Fernandez LLC
Address: 2610 Horizon Ridge Parkway Suite 200
Henderson, NV 89052
Phone: 612-839-2295
Email: Roberta@RobertaFernandez.com

2) Disclaimer and notifications:

Services rendered are held out to the public as non-therapeutic motivational and meditative consulting to inspire positive thinking and the capacity to self-manage your mind and body abilities. Services rendered are not any form of health care or psychotherapy, and despite research to the contrary, I make no health benefit claims for the services provided. My work is supportive and educational, intended to enhance productivity, effectiveness, and personal and professional growth.

My work doesn't typically fall under Nevada law, but because some people use my services for weight, stress, and pain management, I abide by it nonetheless: Under Nevada law, a person who provides wellness, complementary, or alternative services who is not a licensed provider of health care may not provide a medical diagnosis or recommend discontinuance of medically prescribed treatments. Nevada statute NRS 629.580 (2022) states it is recommended that before beginning any wellness plan, you notify your primary care physician or other licensed providers of health care of your intention to use wellness services, the nature of the wellness services to be provided and any wellness plan that may be utilized. It is also recommended that you ask your primary care physician or other licensed providers of health care about any potential drug interactions, side effects, risks or conflicts between any medications or treatments prescribed by your primary care physician or other licensed providers of health care and the wellness services you intend to receive.

While confidentiality is most important, there are certain instances where NV law requires a Practitioner to break confidentiality. These situations include:

- Reports of maltreatment of minors or vulnerable adults including physical abuse, sexual abuse, or neglect.
- Threats of harm to yourself or another person
- Information that is requested by means of a court order in adherence with state or federal rules, laws, or regulations

Other things you should know about your confidentiality:

- Parents or legal guardians of non-emancipated minor clients have the right to access their records.
- In the event of a client's death, the spouse or parents of a deceased client have a right to access their child's or spouse's records.
- In order to protect your confidentiality, should the practitioner encounter a client in public he/she will not acknowledge him/her as such unless the client initiates contact.

3) Confidentiality: All communications with the Practitioner are confidential, unless the release of these records is authorized in writing by the client, or otherwise provided by law. From time to time, sessions may be audio or video recorded for the protection or use of the Practitioner and the Client.

The Practitioner **requires** that the Client give their provider notification of our work together if the Client is being seen for a diagnosed medical or mental health condition, has been under the care of a therapist or physician in the previous 12 months, or if the Practitioner otherwise feels it necessary.

4) Redress: The Client has a right to file a complaint with the Practitioner. Please contact Roberta Fernandez, by phone or mail. Contact information is contained in section one. Your concerns will be immediately responded to.

Roberta is a certified coach with the International Certification Board of Coaches and Hypnotists (ICBC), and practices in accordance with its Code of Ethics and Standards. If the Client has a complaint about the Practitioner's services or behavior that the Practitioner cannot resolve for the Client, the Client may contact the ICBC and Dr. Richard Nongard at (702) 418-3332.

Additionally, if the Client has a complaint or concern about the care or services they have received, the Client may also contact the State of Nevada.

5) Service Duration, Insurance, Fees, and Payment Information:

The Client has a right to complete and current information concerning the Practitioner's assessment and recommended service that is to be provided, including the expected duration of the service to be provided. Program and payment options are fully discussed during the initial consultation.

- Fees are \$300 per hour. However, the Practitioner usually does not work with clients on an hourly basis, except for relaxation, and very few exceptions are made to this practice. As each Client's needs are different, the Practitioner has designed programs, pricing, and payment plans so services can be as affordable as possible to the greatest percentage of people. Program costs all average less than the hourly fee stated above if the client were to be billed by the hour. The Practitioner will outline the program most appropriate for the needs of the Client.
- Fees and cancellations
 - A 2 business day (48 hours) notice of cancellation is required. The Client will be billed if the Client does not show up, cancels, or reschedules the appointment within the required two working day time frame (Monday - Friday). For example, if the appointment is on Monday, in order not to be charged, the Practitioner must be notified no later than Thursday during office hours. Clients who cancel within the 2 working day period, miss appointments, or reschedule on the same day as the appointment will be charged \$150.00 for the time scheduled for that day, as the Practitioner will be unable to utilize that time to schedule another client upon such short notice. Please note that there are very few exceptions to this policy. Please arrive or sign in online 5-10 minutes before the time of the appointment.
 - Appointments are scheduled for 1 or 2 hours and may on occasion run a bit less or more.
 - We accept cash, checks, Zelle, Visa, MasterCard, and American Express.
 - Payment plans can be arranged upon request (see contract for details).
 - Because the Practitioner works with processes and programs that span varying lengths of time, the Client agrees to complete all program visits in order to receive the greatest benefit. If for any reason the **Practitioner determines** the Client will not benefit by continuing to complete the program, a refund of 50% of the remaining unused sessions will be provided. (The total quoted cost divided by the number of hours scheduled, then determine 50% of the unused portion.) Refunds are not given if the Client decides not to continue.

6) Theoretical approach for provided services:

The Practitioner uses a variety of tools, such as guided visualization, mindfulness, NLP, or imaginative reviews of significant life events, helping people discover within themselves the resources necessary to accomplish their goals, overcome limiting beliefs, and create helpful habits and thoughts in relation to their stated objective(s). The Practitioner serves as a consultant, guide and facilitator.

The aforementioned methodologies can help a person to powerfully and influentially communicate with themselves in an empowering manner, producing results that create a better life. These services can have a significant, positive impact on a person if they desire the changes they seek and agree to fully engage in the change process.

The Practitioner can never guarantee any particular outcome for clients. Ultimately any change and/or decisions made during the course of work together are the responsibility of the Client. The Practitioner will not practice outside their scope of training. In the event the Practitioner is not able to provide a Client with the services needed/desired, the Practitioner will help, to the best of her ability, to recommend other alternatives.

7) Joint Contract:

The Practitioner promises to always treat the Client in a courteous and professional manner and to use the methodologies that best meet the Client's objectives. The Client agrees to fully engage in the processes and program in order to achieve the best results.

8) Right to Choose:

The Client has a right to other services of this nature. The Client has a right to be free from verbal, physical, or sexual abuse by the Practitioner. The Practitioner has the right to refuse to work with a Client whom the Practitioner cannot serve properly or may be uncomfortable with for any reason. In this case, the Practitioner will recommend another practitioner if able. The Client has a right to discontinue services at any time, subject to the payment terms listed above. the Client has a right to know the expected duration of sessions and may assert any right without retaliation.

9) Exposure

An inherent risk of exposure to Covid-19 exists in any setting where one or more person is present. Our practice follows all recommended precautions and rules regarding protecting public health. However, you voluntarily assume all risks related to exposure to Covid-19 or any similar illness should you visit in person rather than online.

10) Under Age Consent:

The Client is considered a minor by Nevada law. Upon signing this document, the Client agrees that he/she is willingly attending these visits and the Parent/Guardian is granting permission for the Client to receive services from the Practitioner. Parent/Guardian agrees that while they reserve the right to have general progress and expectations updated as agreed upon by all parties, the content of the visits shall remain confidential between the Client and the Practitioner. The Parent/guardian assumes responsibility for payment and agrees to abide by the provisions set forth in this document.

Acknowledgment by Parent/Guardian

Prior to the provision of any service, the Client must sign a written statement attesting that the Client has received this Complementary and Alternative Health Care Client Bill of Rights and the Welcome letter provided by the Practitioner. When completing forms online, you acknowledge that you have read and are able to print a copy of this and all documents for your records. The Parent/guardian signing this document agrees to these provisions and

for their child/ward, _____ to receive services from the Practitioner.

I, _____,
hereby swear and affirm that I have received and understand the Complementary and Alternative Health Care Client Bill of Rights.

Date: _____

Signature: _____