



7350 Grace Drive, Columbia, MD 21044
Phone: 410.707.5786 Fax: 410.992.7073
jmolinari@progressivecounselingandhypnosis.com
www.jennifermolinari.com

Date: _____

Name: _____ Mobile Phone: _____ Home Phone: _____

Address: _____ City: _____ State: _____ Zip: _____

Date of Birth: _____ Age _____ Sex: _____ Marital Status: _____ # of Children: _____

Email Address: _____

Emergency Contact Name: _____ Emergency Contact Phone: _____

Spouse's Name: _____ Occupation: _____

How did you hear about me? _____ If a referral, who referred you? _____

Have you ever tried hypnosis before? _____ If yes, for what reason? _____

Do you believe you were hypnotized? _____ Why? _____

What was the experience like for you? _____

What is reason for hypnosis now? _____

What else have you tried to address this issue? _____

What has been successful for you? _____

Do you consider yourself to be a spiritual or logic based? _____

Well-loved pets? (Types/Names) _____ Hobbies and interests: _____

Have you read the Frequently Asked Questions sheet or the FAQ tab on my website? Y N

Are you comfortable riding in elevators? (Metaphor may be used for an induction) Y N

Any food allergies or foods you dislike?: _____

Read the following description and indicate what you like in the following metaphor:

“Imagine or pretend that you are looking down at your feet and notice you are walking along a dirt trail. You see little tufts of grass, flowers, and rocks along a winding path through a thick green forest. Now imagine it is a sunny day and you can feel the gentle sun rays beating down on your face gently warming it. You also feel smooth rocks under your feet and notice a cool breeze blowing gently, lightly caressing your skin, wisping through your hair. You know a little babbling brook is off in the distance. Now listen to the birds singing a cheerful working melody while building their nests in the tall rustling trees. You can sense that you are coming up to a rushing waterfall just around the bend. Now turn the corner...”

Please check all that apply and circle what resonated best with you:

I see the waterfall cascading over the ledge.

I feel the mist from the waterfall spraying my skin.

I hear the loud rushing water flowing over the ledge.

6. Please check all that apply and circle the best answer below:

I am mostly creative. (This includes problem-solving).

I am mostly analytical.

I am mostly social.

Other. Please explain: _____

7. My dominate hand is my left/right/neither. L R A



MEDICAL/PSYCHOLOGICAL HISTORY:

Psychological:

Have you ever been diagnosed with a mental illness? If yes, please explain:

Have you been under psychological treatment in the past year? If yes, please explain:

Medical History:

Have you had (or are you suffering from):

High Blood Pressure _____ Ulcers _____ Asthma _____ Stress _____ Epilepsy _____
Anxiety _____ Migraines _____ Diabetes _____ Heart Condition _____ Cancer _____
TMJ _____ Overweight _____ HIV/AIDS _____ Depression _____ OCD _____
ADD _____ Hypoglycemia _____ Fainting Spells _____ Food Allergies _____ Fatigue _____
Arthritis _____ Spine or Back Problems _____ Other _____

Are you pregnant? Yes _____ No _____

Do you Drink Alcohol? Yes _____ No _____
If yes, how frequently? _____

Do you smoke? Yes _____ No _____
If yes, do you smoke cigarettes? _____ Cigars? _____ Pipe? _____ Chew?
How much per day? _____

Do you take any drugs or have a history of drug use/abuse? Yes _____ No _____
If yes, please describe: _____

How many hours of sleep do you get per day on average? _____

Please list any medications you are currently taking for any medical issues:

Please provide the name and contact information for your primary care doctor:

I provide consent for Jennifer Molinari, LCPC, NCC, CHT to contact my (or my minor's) primary care doctor if it is deemed necessary, with my consent:

Client Signature: _____ Date: _____
Guardian Signature: _____ Date: _____



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Office Policies & Agreement for Hypnosis Services

Welcome to my practice! Your first visit to a hypnotherapist is very important and you may have many questions. This letter is to introduce myself and to give you more information about me and my practice. Please read it carefully and let me know if you have any questions. When you sign this document, it will represent an agreement between us.

The State of Maryland does not currently have any educational or training standards for the practice of hypnosis. Although I have received training and have “credentials” as a hypnotherapist, these credentials are for informational purposes and are not recognized by the State of Maryland.

Under Maryland Law, a hypnotherapist is not allowed to provide medical diagnoses or recommend the discontinuation of medically prescribed treatments. As a mental health therapist, I am allowed to make psychological diagnoses. However, my counseling practice is separate from my hypnosis practice. If there is a need for psychological services, a referral will be made to an outside provider.

Qualifications

I am a licensed and board-certified psychotherapist (Licensed Clinical Professional Counselor) and a National Certified Counselor in the State of Maryland. I am also a Certified Hypnotherapist, a Certified HypnoBirthing® Instructor (through the HypnoBirthing® Institute) and I have received training in Cognitive Behavioral Therapy (CBT) and Yoga Nidra Meditation.

I use hypnotherapy to promote change, healing and growth. Ultimately, I help my clients learn how to think in more effective ways. This in turn changes their perception of themselves (and their environment) allowing them to behave differently.

Client Bill of Rights:

Each client has the right to:

- Be treated with dignity and respect
- Receive treatment, care and services that are adequate, appropriate, and in compliance with local, state, and federal laws and regulations
- Not be physically or mentally abused
- Be free of discrimination
- Have all confidentiality laws strictly adhered to (HIPAA)
- Have all fees and services explained prior to receiving services
- Terminate services at any time
- Be referred to another provider if services are terminated
- Know the expected duration of treatment
- To refuse services at any time

The Hypnosis Process & My Theoretical Approach

Hypnosis consists of techniques and instruction used to help clients make changes both consciously and subconsciously. The techniques include (but are not limited to) relaxation techniques, visualizations, audio and video supplements, and occasionally handouts.

Prior to your first meeting, you will receive a welcome email containing a summary of what we discussed over the phone and information regarding your first appointment.

Your intake papers should be faxed or emailed to me at least 48 hours prior to your intake so that I can prepare for your session in a way that is most beneficial to you. My fax number is 410.992.7073 and my HIPAA compliant email address is:

jmolinari@progressivecounselingandhypnosis.com

Your initial session will take anywhere from an hour and a half to two hours. During your first meeting, we will first go over your intake forms and get a better idea of the goals and outcomes you want to achieve. I will answer any questions you have about hypnosis and about the process of hypnosis. We will then do some exercises to show you how powerful your mind is and to prep your mind for hypnosis.

We will then make the transition into doing the formal hypnosis session which generally takes 60 minutes. I will have you use the bathroom before getting started and I will have you get a glass of water to keep next to you during the session. At the end of your session, we will process how your session went.

Hypnosis is a solution focused treatment and is generally a short-term treatment. Most issues are cleared up within 6 sessions. In very rare cases, you may need more (weight loss, smoking cessation or other longer standing issues.)

It is difficult to predict the exact number of sessions you will need to resolve your issue. In your initial phone consult, an ethical assessment was conducted and a plan was formulated. This plan may need to be adjusted depending on your needs. For some issues you will benefit from just a couple of sessions and for other issues you may need more sessions. It depends on the nature of the issue and the severity of the issue.

I will be asking you in between sessions to be aware of changes you experience and to be aware thoughts, feelings, and behaviors you are experiencing. If you notice something in particular that you want to address at your next session, then you are welcome to send me a confidential email or call me at least 48 hours before your next appointment. At the beginning of each session, we will process how things went after your last session to gauge progress.

Once you complete all of your sessions, you will be asked to complete a questionnaire about your experience. I will also ask for your permission to check in with you a month or so after your last session via e-mail to see how you are doing.

It would be greatly appreciated if you could write a brief testimonial for my website following a positive hypnosis experience. For testimonials, no identifying information will be listed.

Confidentiality

For documentation and legal purposes, I keep confidential notes documenting each session. I am the only one who has access to my client's records and all client records and transactions are kept confidential.

You have the right to request a review you file and the notes that have been recorded if you feel the need. To review your file, you would need to set up an appointment with me to discuss your request. I would reserve a 45-minute time slot for you. The appointment would consist of a 30 minute consult and an additional 15 minutes to review your file together.

The 30-minute consult to review your record costs \$62.50. I reserve the right to decide whether allowing you to review your record is in your best interest and can deny your request if deemed necessary. If I feel it is not in your best interest to review your records, then your appointment would end after 30 minutes and you would only pay the \$62.50.

If I feel that reviewing your records is appropriate, then we would continue for the full 45-minute appointment and we would review your records together. The 45-minute consult and review of your records is \$125.

Records can only be released to a third party if there is written consent. There are at times limits to confidentiality. Please read the section below that explains the limits to confidentiality.

Please note that text messages and e-mail messages are considered part of your medical chart by law. All text messages and e-mail messages are kept and become part of your medical record.

Confidentiality of Patient Records:

As a hypnosis client, all information disclosed in our sessions, and in your written records is confidential. I will not reveal identifying information to any outside third party unless:

You consent in writing: You will have the opportunity to sign a Release of Information form allowing information to be released to a third party (psychiatrist, doctor, family member, or friend.) If you decide that you want your entire file released to third party, then there is a charge of \$2 per page.

The disclosure is allowed by court order: Disclosure may be required in legal proceedings. If you place your mental status at issue in litigation that you initiate, the defendant may have the right to obtain your records.

If you have not paid your bill for services for a long time, your name, payment record and last known address may be sent to a collection agency or small claims court.

If out of necessity a disclosure needs to be made to medical personnel in an emergency or to qualified personnel for research, audit, or program evaluation.

I am a mandated reporter and disclosure is required if there is reasonable suspicion of child, dependent, or elder abuse or neglect. I am also required to disclose information if a client presents as a danger to themselves, to others, to property, or is gravely disabled. In Maryland, I

am required to report suspected abuse even if the perpetrator is deceased, has moved to another state, or if many years have passed.

Emergencies and if there is an emergency, during our work together or after termination in which I become concerned about your personal safety, the possibility of your injuring someone else, or about your receiving psychiatric care, I will do whatever I can within the limits of the law to protect you.

Dual Relationships

Hypnosis never involves sexual, business, friendship, or any other dual relationship that could impair my objectivity, clinical judgement, or effectiveness. If you live and/or work in Columbia, then there is a chance that we may see each other in public or have mutual connections.

Please be aware that if you choose to acknowledge me in public that it could result in others realizing you are or have been my client (others may inquire how you know me.) If you choose, we can discuss how you would like to handle situations where we might come in contact in public.

In rare circumstances, I may become aware of a pre-existing relationship that may affect our work together. If this situation occurs, I will do my best to resolve this situation ethically, but it might entail our needing to stop working together depending on the issue. Please discuss this with me if you have any questions.

Benefits & Risks of Hypnosis

The benefits of hypnosis far outweigh any risks. Hypnosis can help with stress reduction, pain reduction/elimination, sleep, anxiety and depression relief, and the elimination of harmful habits such as smoking. Overall, hypnosis is considered a safe and effective treatment by both the American Medical Association and the American Psychological Association.

The risks of using hypnotherapy are very rare. It is not recommended that individuals who suffer from severe mental illness use hypnosis. Occasionally, if one is using hypnosis for trauma one may find that they experience increased anxiety (which would be addressed and alleviated during the session.)

Texts, Emails, Phone Calls, and Emergencies

You are welcome to use texting, email, or phone calls to schedule appointments. Texts and emails are kept as part of your medical file. If you need to contact me for a non-urgent issue between sessions, please leave a phone message for me at 410.707.5786 or you can send an e-mail through my HIPAA compliant e-mail service. I subscribe to G Suite which is a HIPAA compliant email service.

I check my messages once a day and will usually get back to you within 24 to 48 hours. My response time may be longer if I am out of town, sick, have a family emergency etc. If I am out of town, I will let you know in advance.

Do not discuss detailed information about your hypnosis sessions or treatment in text messages. If you have any clinical issues to discuss, please call or send an email to the HIPAA compliant e-mail address listed above.

If you ever have an urgent or life-threatening emergency, then please call 911 or go to your nearest emergency room. You can also call:

Scheduling Appointments

Appointments can be scheduled by phone, e-mail, or text. Initial sessions are 90 minutes to two hours long (unless other arrangements are made.) You will receive automated reminder calls and/or texts to remind you of your appointment. However, these reminders are a courtesy and there can be glitches. If you do not receive a reminder, it does not mean that your appointment has been cancelled. If you miss an appointment due to not receiving a reminder message, then you will be charged a rescheduling fee of \$100 for the missed session.

***Please note that the office may be locked when you arrive for your appointment. This DOES NOT mean your appointment has been cancelled. Please wait for me to arrive. In the rare event that I am ever late (sessions occasionally go over-time due to emergencies etc.) then the time will be made up at the end of your session (if there is time) or at the end of a future scheduled session at no extra charge.**

Frequency of Sessions

Sessions are generally spaced one week apart. If needed, we can adjust your session schedule to meet your needs.

Inclement Weather Policy

I follow the closing procedures of the Howard County Public School System. If the schools open late then my office will open late. This could result in your appointment needing to be scheduled later in the day or needing to be rescheduled all together. If the schools close early then this too could result in the need to reschedule your appointment. If the schools are closed, then my office is closed.

If an appointment needs to be cancelled due to the weather then there will not be a charge for the session.

Cancellations and Lateness

Missed and cancelled sessions pose issues for both of us. I hold your scheduled appointment time specifically for you and for you alone. I see a limited number of clients so that I can give you the focus and attention you deserve. It is extremely difficult for me to fill your session when you cancel last minute or on short notice. It also takes time for me to prepare for your session before we meet. As a result, I charge \$100.00 if a session has to be rescheduled.

If you are running late for your appointment, please text, phone, or email me to let me know if you will be late. If I do not hear from you 15 minutes into your session, I will call you and/or text you and may assume you do not plan to attend your session. You will then be charged the \$100 rescheduling fee if you plan on rescheduling.

Finally, if you are late to your session, we will still need to end at your regular scheduled time so that I can prepare for my next appointment and be on time for them.

Refunds:

Except in very rare cases, there are no refunds once a payment has been made. Occasionally, if a client has paid for a certain number of sessions and then moves or has to leave the country for work, then a prorated refund will be made.

Fee Schedule/Billing

Standard session rates are \$125 per hour. Most sessions are bought in the form of packages at (weight loss, smoking cessation etc.) a minimum of usually three sessions. Personalized recordings are included in some of the packages and are an extra charge in other packages.

Personalized recordings are \$60 if they are not already included in your package. These recordings are for your use only and should not be distributed or sold to others.

There may be periodic rate increases for sessions. When this occurs, Ms. Molinari will make sure to notify all clients of the changes in rates.

Payment and Financial Arrangements

Payments for sessions can be made in full before the first session resulting in a 10% discount or you can opt for the two-month payment plan. Payments can be made by cash, check, or credit card. Some clients have FSA or HSA accounts and they pay for their sessions through those accounts. Checks should be made payable to Jennifer Molinari (there is a \$25 fee for bounced checks.)

Insurance/Out-of-Network Benefits

It is very rare for insurance companies to reimburse for hypnosis sessions. I recommend calling your insurance company first to see if your insurance provider covers hypnosis. I am happy to provide you with a receipt if you want to try to submit for reimbursement.

Tax Deductions

Fees that you pay for hypnosis services may be considered as a medical expense if you itemize deductions on your tax return. You may be able to claim services for weight loss and/or smoking cessation as well as other medical issues. You can't claim hypnosis expenses on your tax return if you choose to pay with an FSA or HSA account.

Late Fee

Full payment is expected at the time of service unless there has been a different payment agreement arranged. If you are unable to pay at your session for any reason (including an expired credit card on file) then a grace period with no late fee will be allowed if payment (or a new payment method) is received by 6:00 pm the next business day. After 6pm the next business day, there will be a \$20 charge for late payments made within the same week and a \$30 charge for payments made in the next business week.

Balances

I do not permit clients to carry balances for more than two sessions. If you are unable to pay your balance, then we will need to discuss whether it makes sense to pause your care and/or develop another strategy so that you can void carrying additional debt. If any problems occur during the course of therapy regarding your finances and making payments, then please let me know.

Acknowledgement and Consent Regarding Notice of Privacy Practices:

A Notice of Privacy Practice is provided to each client and is available upon request. The Notice of Privacy Practices provides information about how I may use and disclose your protected health information (PHI.) The Notice of Privacy Practices states that I have the right to change my terms. If this should happen, client's will be provided with a written copy of the new Privacy Policy Notice.

You have the right to revoke this consent, in writing, except where I have already made disclosures in reliance to your prior consent. You have the right to request restrictions on how your PHI may be used or disclosed for treatment, payment, and health care operations. I am not required to agree to your restrictions, but I do, then it is a bound agreement with you.

By signing the form provided to you, you consent to the use and disclosure of your PHI for treatment, payment, and healthcare operations as described in the Notice of Privacy Practices. You specifically consent to me communicating with you using the contact information you provide, as further described in the Notice of Privacy Practices.

Understanding Separate Practices

I have two separate office locations. My private practice is located at 7350 Grace Drive in Columbia, MD and I am affiliated with a larger group practice in Columbia (Congruent Counseling Services.) Both practices are separate entities and are in no way affiliated with each other. I am also not affiliated with any of the other practitioners at the Grace Drive office location. **My hypnosis practice is kept separate from my counseling practice and I will not see hypnosis clients for counseling purposes.**

Your Right to File A Complaint

If you have any questions or complaints, please contact me to discuss your situation directly. If you have an issue that I cannot resolve for you personally, then you can contact the Maryland Board of Professional Counselors at 410-764-4732.

Disclaimer

I do not diagnose, prescribe, or tell people what to do, during their course of our treatment, I will be suggesting, educating, motivating and inspiring my clients to help them make the positive changes for which they are seeking assistance.

I am not a doctor. Any suggestions or advice are general and should not be interpreted as a substitute for consulting with medical professionals. Accordingly, I take no responsibility for the consequences of any actions you might decide to take based on any comments or opinions I may express in the course of your visit.

Hypnosis is not an exact science and the results are never guaranteed. Ultimately, you are responsible for any changes that occur as the result of your hypnosis sessions.

I have read and understand Jennifer's office policies and procedures.

Client Signature

Date

Hypnotherapist's Signature

Date



Consent for Services:

I, the undersigned, understand that I am seeking hypnosis services and I verify that all information is complete and accurate to the best of my knowledge. I also understand that the hypnotic methods used by Jennifer Molinari, LCPC, NCC are not a substitute for medical or psychiatric treatment. I understand that Jennifer is not authorized to treat or diagnose medical issues and that she is not a doctor.

I, understand, that for all sessions I will be meeting with Jennifer and that all scheduled visits include personalized hypnosis sessions. The first session will be 90 minutes up to 2 hours and subsequent sessions are 60 minutes. There may be times where Jennifer runs a little off-schedule. If this is the case, then it is for a good reason and I will still receive my full allotted time.

I, understand, that hypnosis is a very powerful process and that it has helped millions of people make positive life changes. I understand that hypnosis is not "mind control" and that it is not "magic." I understand that no hypnotherapist can MAKE me change habits or behaviors. I understand that ultimately, I am the one who is responsible for the changes that occur due to hypnosis session.

I, understand, that there is no guarantee that changes will occur for me using hypnosis (just like a doctor can't guarantee that one will get better and a lawyer can't guarantee that one will "win" a case.) The only thing I am being guaranteed is that Jennifer is providing me with the very best service using current information and the appropriate hypnosis techniques for my situation.

I, understand, that hypnosis is a process and that many people experience benefits after the first session. I understand that hypnosis is not an exact science and that I may need subsequent sessions depending on the nature of my issue.

I, understand, that hypnotherapy is not meant to diagnose or treat any disease. I understand that it is intended to provide information, education, and motivation in order to help me feel better, heal faster, and make positive changes in my life. I understand it is designed to help me tap into my innate healing potential and guide me so I can help myself.

I, understand, that hypnotherapy is not a substitute for conventional Western Medicine and I have been encouraged to seek assistance from licensed medical doctors and health practitioners for the treatment of medical and psychological issues.

With this understanding, I hereby grant Jennifer Molinari, LCPC, NCC, CHT permission to hypnotize me. I (we) further grant permission for the sessions to be recorded/taped if needed/requested.

I know my progress is dependent upon my efforts and that there are no guarantees as to the result or progress to be made. I understand that the success of the treatment will be in direct proportion to my commitment to the end result and that I am participating in these services at my own risk.

I (we) agree to pay for services rendered to Jennifer Molinari. LCPC, NCC as the charges are incurred. I understand that hypnosis, like all of the healing arts is not an exact science and there will be no refund for services regardless of the outcome.

By signing this document, I am confirming that I have read this document in full and that all information provided is true to the best of my knowledge, and that I agree to all of the terms listed above.

Client's signature _____ Date _____

Guardian's signature (If client is a minor) _____ Date _____





Payment Contract:

I, _____ am investing in a series of hypnosis session for:

Check One:

- The Virtual Gastric Band: This program costs \$750. It consists of 4 sessions, a CD that I will give you to listen to for the next 28 days, and at the end of the program you will receive a personalized hypnosis recording.
- Smoking Cessation: Includes a personalized recording for home use.
(Circle Session Package below):
- A) 10 Sessions for \$1,313.00
 - B) 9 Sessions for \$1,188.00
 - C) 8 Sessions for \$1,063.00
 - D) 7 Sessions for \$938.00
 - E) 6 Session for \$813.00
 - F) 5 Sessions for \$688.00
 - G) 4 Sessions for \$563.00
 - H) 3 Sessions for \$438.00
 - I) 2 Sessions for \$313.00
- Hypnosis-Other (Circle Session Package Below):
- A) 3 Sessions for \$375 (if including a personalized recording add \$60=\$435)
 - B) 5 Sessions for \$625 (if including a personalized recording add \$60=\$685)

I am choosing to:

- Pay in full before my first session and receive a 10% discount=_____
- Divide my payments into two monthly payments= two payments of _____

Payment Method:

How will you be paying? Cash Personal, Check, Credit, Other_____

Credit Card Information:

Name as it appears on card: _____

Address linked to card: _____ Zip Code: _____

Credit Card Type: Visa MasterCard American Express Discover Card

Number: _____

Expiration Date: ____/____/____ Card Verification #: _____

I authorize Jennifer Molinari to bill my credit card either in full before my first session or in two monthly payments as indicated above. I agree to notify Jennifer if my credit card information changes so that my card can be billed.

I understand that if I need to cancel or change my appointment that I will provide 24-hour notice prior to my scheduled appointment time. If I should miss or cancel a session without prior notice then I can either forfeit my session or I can pay a \$100 rescheduling fee. If I arrive late to my session (15 minutes or more) then it will be treated as a missed session and I will also need to pay a \$100 rescheduling fee.

By signing this document, I am confirming that all information above is true to the best of my knowledge, and I agree to all the terms listed above.

By signing this form, I also agree to allow Jennifer to share the enclosed provider letter with my doctor(s) to notify them of my use of hypnosis.

Client's signature _____ Date _____

Guardian's signature (If client is a minor) _____ Date _____



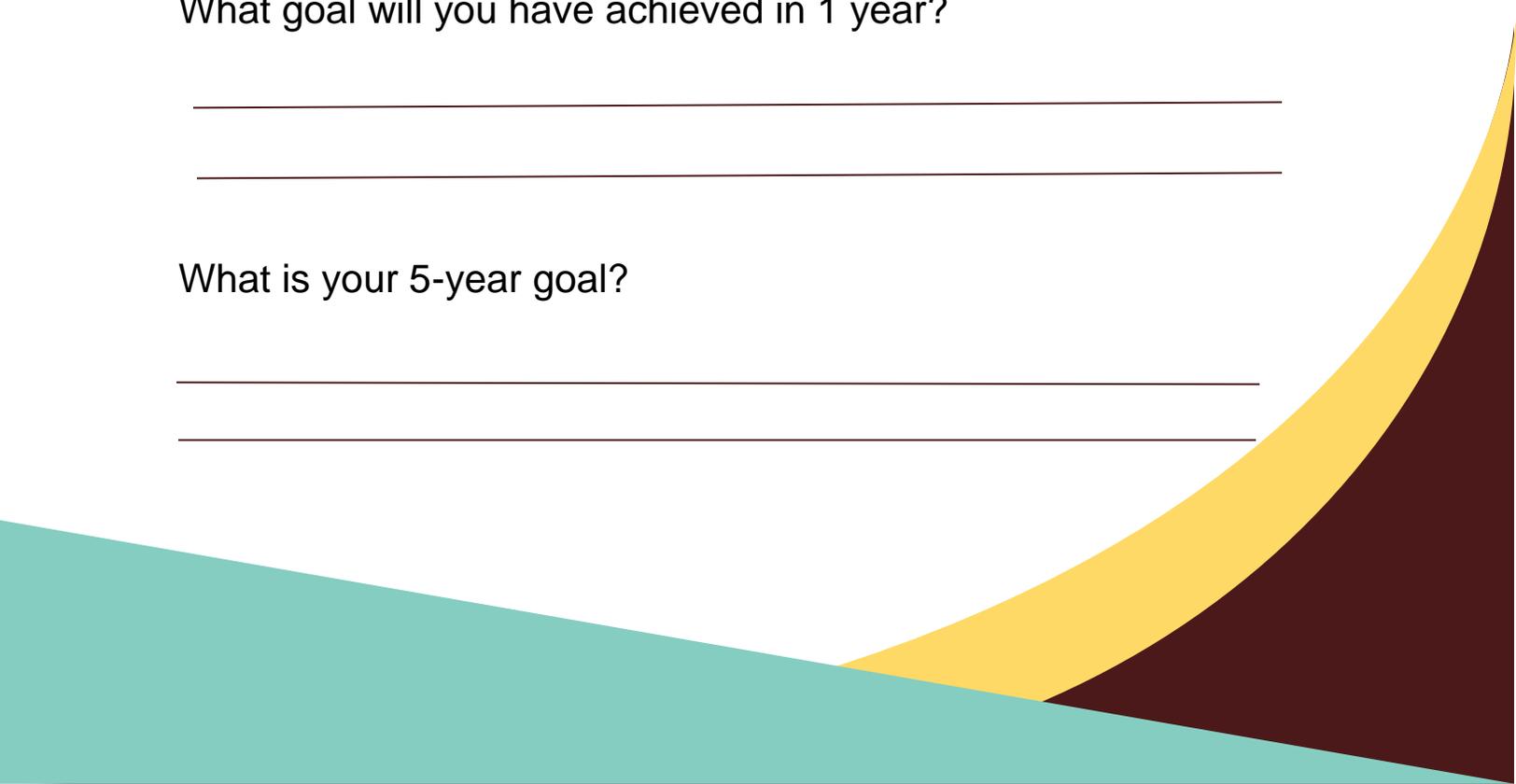
What goal do you see yourself achieving in 1 month?

What goal do you see yourself achieving in 3 months?

What goal do you see yourself achieving in 6 months?

What goal will you have achieved in 1 year?

What is your 5-year goal?



Complete the blanks:

Obstacles I may face while achieving my goal are:

If I experience any difficulties, I will: _____

When I get better, I may lose:

If I wasn't _____, I'd be much happier.

Supports I have in place to help me achieve my goal are:





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Dear Health Care Provider,

My name is Jennifer Molinari and I am a Licensed Clinical Professional Counselor and a hypnotherapist. I have been contacted by your patient requesting hypnosis services. Your patient gave me written permission to send you this informational letter. It is my policy to inform physicians and health care providers when their patients are utilizing my hypnosis services.

Research suggests that there are many benefits for the use of hypnosis. It has been shown to be highly effective in helping individuals with weight loss, smoking cessation, alleviating anxiety, and facilitating relaxation (just to mention a few ways it can be used.)

There are many misconceptions about hypnosis and I like to make providers aware that hypnosis is not "mind control" and hypnotherapists can't make clients do anything against their will. Clients have to want to change and utilize the techniques that are taught to them during their sessions to achieve results. As with all of the healing arts, there are no guarantees of the success of hypnosis for any given client.

Hypnosis is a very powerful process that involves giving positive and direct suggestions to the subconscious mind once the client is in a deeply relaxed and focused state. It is very similar to meditation. The client is completely awake and aware yet at the same time they are very relaxed and open to receiving beneficial information.

During the hypnosis session, the client is provided with information, education, and motivation to help them feel better and to help them make positive changes in their lives. It gives clients the tools they need to help them tap into their own inner resources so that they can heal. Hypnosis is generally a short-term and solution focused treatment. It is not considered "health care" and the service is rarely covered by insurance.

If you have any questions or concerns about your patient receiving this service, then please feel free to let me know. Please feel free to learn more about my services and background on my website. I am also happy to discuss my services with you if desired, at your convenience.

Sincerely,

Jennifer Molinari, LCPC, NCC, CHT
Licensed Clinical Professional Counselor
National Certified Counselor
Certified Hypnotherapist



HIPPA PRIVACY POLICY (Keep for Your Records)

This notice describes how psychological and medical information about you may be used and disclosed. It also describes how you can get access to your protected health information.

PLEASE REVIEW IT CAREFULLY

I am required to provide you with this Notice of Privacy Practices under the Federal Health Insurance Portability and Accountability Act (HIPPA). I am required by law to:

- Maintain privacy of your Protected Health Information (PHI)
- Provide this Notice of my legal duties and privacy practices for use and disclosure of your Protected Health Information.
- Follow the terms of this Notice.
- Communicate any changes of this Notice to you.

This Notice describes how I may use or disclose your Protected Health Information, with whom this information may be shared, and the safeguards I have in place to protect your information. This Notice describes your right to approve or refuse the release of specific information, except when the release is required or authorized by law.

I will provide you with an Acknowledgement and Consent Form by which you can acknowledge your receipt of this Notice and you can consent to my use and disclosure of your Protected Health Information (as described in this Notice.) My intention is to make you aware of the possible uses and disclosures of your Protected Health Information.

1. Uses and Disclosures for Treatment, Payment, and Health Care Operations

I may use and or disclose your Protected Health Information (PHI), for treatment, payment, and health care operation purposes with your written authorization.

2. Definitions

The following are a list of definitions to help clarify terms used in this document: a.

“PHI” refers to information in your health record that could identify you.

- b. “Treatment” is providing, coordinating, and managing your health care and other services related to your health care. An example of treatment would be consulting

with another health care provider such as your primary care physician, psychiatrist, or another therapist.

- c. *"Payment"* refers to obtaining reimbursement for your health care. Examples of payment are when your PHI is disclosed to your insurance company to obtain reimbursement for your health care or to determine your eligibility for coverage.
- d. *"Health Care Operations"* are activities that relate to the performance and operations of my practice. Examples of health care operations are quality assessments, improvement activities, business related matters (such as audits and administrative services, case management, and case coordination.)
- e. *"Use"* refers to activities within the office such as sharing, utilizing, examining, and analyzing information that identifies you.
- f. *"Disclosure"* refers to activities outside of the office such as releasing, transferring, or providing access to information about you to other parties.
- g. *"Authorizations"* refers to your written permission for me to disclose confidential mental health information. All authorizations to disclose information must be on a legal form.

3. Other Uses and Disclosures Requiring Authorization

I may use or disclose PHI for purposes outside of treatment, payment, or health care operations when appropriate authorization is obtained. If I am requested to release information outside of treatment, payment, or health care operations, then I will obtain written authorization from you, the client, before releasing any information. This same process is in effect for releasing "Progress Notes." "Progress Notes" or "Psychotherapy Notes" are the notes that I write regarding the conversations we have during your private, group, joint, or family counseling sessions. Progress Notes have a higher degree of protection than PHI.

You may revoke all authorizations of PHI or Progress Notes at any time provided that your request is in writing. You may not revoke your authorization to the extent that:

- a. I have relied on that authorization to perform services.
- b. The authorization was obtained under a condition of obtaining insurance coverage.

4. Uses and Disclosures without Authorization

I may use or disclose PHI without your consent or authorization in the following circumstances:

- a. ***Child Abuse:*** If there is reason to believe that a child has been subjected to abuse or neglect (regardless of when it occurred or if the perpetrator is deceased), then I am required to report my belief to the appropriate authorities (CPS, Police, etc.)
- b. ***Adult and Domestic Abuse:*** I may disclose PHI if I believe that you are a victim of abuse, neglect, self-neglect, or exploitation to the appropriate authorities (APS, Police etc.)
- c. ***Payment:*** Your PHI will be used (as needed) to obtain payment or for you to receive reimbursement.

- d. **Health Care Operations:** I may use or disclose PHI to support daily activities providing health care. These activities may include performing quality assessments, oversight and reviews, licensing, communicating a product or service, or conducting or arranging health care activities. I may call you by name in the waiting room when I am ready to see you for an appointment, I may contact you regarding your satisfaction with my services, to schedule or cancel appointments, or to provide you with behavioral health information.
- e. **Treatment:** I will use or disclose your PHI to provide, coordinate, and manage your behavioral health care and related services. This might involve talking to specialists or other providers. I may have to disclose PHI at an office visit or when I need to contact you. I will assume that the contact information you provide will be accurate and will be a safe and appropriate way for me to call you, send e-mails, send faxes, or mail without having to call you first for permission.
- f. **Required by Law or Government:** If I receive a subpoena from the Maryland Board of Professional Counselors because they are investigating my practice, then any PHI information may be disclosed to the Board. I will provide your PHI if law regulations require the use or disclosure. I may provide PHI to a government oversight agency for activities authorized by law. These oversight agencies might include government agencies or their subcontractors who oversee health care systems, government benefit and regulatory programs, and civil rights laws.
- g. **Public Health Research:** I may disclose your PHI to public health authorities permitted by law to collect or review information. Such disclosure may be necessary to control disease, injury, disability, report births, deaths, child abuse or neglect, report reactions to medications or problems with products, providing notice to a person who may have been exposed to a disease or may be at risk of contracting or spreading a disease or condition. I may also provide PHI to researchers when authorized by law.
- h. **Judicial and Administrative Proceedings:** If you are involved in a court proceeding and a request is made for information regarding your diagnosis and/or your treatment or if there is a request for your records, then I will not provide your PHI without your written permission or a court order (as this information is privileged under State Law.) This privilege does not apply when you are being evaluated by a third party or when the evaluation is court ordered. You will be notified in advance if this is the case.
- i. **Serious Threat to Health or Safety:** If I believe there is a threat of harm against another individual or if I feel there is a clear and imminent risk of physical harm or mental injury being inflicted upon another individual then it is within my rights to disclose necessary information to protect that individual from harm. In addition, if you feel that there is a serious risk of physical or mental injury or the risk of death to you, then I will provide the necessary disclosures in order to protect you from harm.
- j. **Disclosures upon Death:** I may disclose your PHI to coroners and medical examiners for the performance of duties authorized by law; to funeral directors and for cadaver organ, eye, or tissue donations.
- k. **Other Individuals Involved in Your Healthcare:** With your permission, I may disclose information to a family member, relative, close friend, or other person you

identify to me if your PHI is directly related to that person's involvement in your care. I may also give your PHI to someone who helps pay for your care. I may use or disclose information to notify or assist family members or personal representatives of your location, general condition, or death if necessary. Finally, I may use or disclose your information to an authorized public or private entity to assist in disaster relief efforts and to coordinate use and disclosures to family or other individuals involved in your health care.

- I. **Parental Access:** Some state laws concerning minors permit or require disclosure of PHI to parents and/or guardians. I will act consistently with Maryland Law and will make disclosures in accordance with such law and applicable federal law. If there is a conflict between laws, HIPPA requires that the more stringent law apply.

5. Patient's Rights and Therapist's Duties

Patient's Rights:

- a. **Right to Request Restrictions:** You have the right to request restrictions on certain uses and disclosures of PHI. However, I am not required to agree and follow the restrictions you request.
- b. **Right to Receive Confidential Communications by Alternative Means and at Alternative Locations:** You have the right to request and receive confidential communications of PHI by alternative means and at an alternative location. For example, you may not want your spouse or family to know you are seeing a therapist. At your request, I can send bills/correspondences to another address. Or, you can request to have a session by phone or e-mail rather than in person.
- c. **Right to Inspect and Copy:** You have the right to inspect and/or obtain a copy of your PHI from your mental health record. I have the right to deny access if I feel it is necessary. You also have the right to inspect and/or obtain a copy of your Progress Notes. I may deny you access if I feel the disclosure of the records would be a disservice to you and your health (mental and/or physical.)
- d. **Right to Request an Amendment:** If you believe the information I have provided about you is incomplete or incorrect, you may request an amendment to your PHI as long as I maintain this information. I am not required to agree to an amendment.
- e. **Right to Obtain a Paper Copy:** You may obtain a paper copy of my Notice of Privacy Practices.

Therapist's Duties:

- a. I am required by law to maintain the privacy of PHI and to provide you with a notice of my legal duties and privacy practice policies with respect of PHI.
- b. I reserve the right to change the privacy policies and practices described in this notice. If I change any of my privacy policies then I am required to inform you of these changes.
- c. If I change any of my privacy policies and/or procedures then I will provide you with a revised copy of this document in person or by mail.

Progressive Counseling & Hypnosis
Jennifer Molinari, LCPC, NCC
7350 Grace Drive
Columbia, MD 21044
410.707.5786
jenmolslight@gmail.com
www.jennifermolinari.com

6. Complaints

- a. If you are concerned that I have violated your privacy rights, or if you disagree with a decision I have made in regards to you having access to your records then you may contact me to discuss your concern.
- b. If you feel after our discussion that I have not adequately addressed your concerns, then you can send a written complaint to the Secretary of the U.S. Department of Health and Human Services in Washington, D.C. I can provide you with the address upon request. No retaliation will occur against you for filing a complaint.

7. Effective Date, Restrictions, and Changes to Privacy Policy

- a. I reserve the right to change the terms of this notice and to make new provisions to this notice. You will be notified of any changes to this notice and will be provided with a new copy of this document in-person or by mail. You may contact me at (410) 707--5786 or at jenmolslight@gmail.com if you want further information or have questions about this notice.