

# Complementary and Alternative Health Care Client Bill of Rights - Minor

## 1) Business Information:

Name: FARE Hypnosis, LLC

Address: online

Phone: 952-934-1315

Email: Roberta@FareHypnosis.com

## 2) Disclaimer and rules required by the state of Minnesota:

“THE STATE OF MINNESOTA HAS NOT ADOPTED ANY EDUCATIONAL AND TRAINING STANDARDS FOR UNLICENSED COMPLIMENTARY AND ALTERNATIVE HEALTH CARE. THIS STATEMENT OF CREDENTIALS IS FOR INFORMATION PURPOSES ONLY.”

Under Minnesota law, an unlicensed complementary and alternative health care practitioner may not provide a medical diagnosis or recommend discontinuance of medically prescribed treatments. If a client desires a diagnosis from a licensed physician, chiropractor, or acupuncture practitioner, or services from a physician, chiropractor, nurse, osteopath, physical therapist, dietitian, nutritionist, acupuncture practitioner, athletic trainer, or any other type of health care provider, the Client may seek such services at any time.” Minn. Stat. 146A.11

Notice: AS THE STATE OF MINNESOTA HAS NOT ADOPTED EDUCATIONAL AND TRAINING STANDARDS FOR THE PRACTICE OF HYPNOTISM, THIS STATEMENT IS FOR INFORMATIONAL PURPOSES ONLY. Hypnotism is a self-regulating profession and its practitioners are not licensed by state governments. The Practitioner is not a physician nor a licensed health care provider and may not provide a medical diagnosis nor recommend discontinuance of medically prescribed treatments.

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

- Reports of maltreatment to 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 confidentiality, should a hypnotist encounter a client in public he/she will not acknowledge him/her as such unless the client initiates contact.

- In order to provide the best possible care, Practitioners seek consultation from time to time from other colleagues. In these times, all identifiable information is disguised to protect your confidentiality.

**3) Confidentiality:** All communications with the Practitioner are confidential, unless release of these records is authorized in writing by the client, or otherwise provided by law. The Client has a right to be allowed access to records and written information from records in accordance with sections 144.291 to 144.298. Sessions may be audio or video recorded at FARE Hypnosis for the protection of the Practitioner and the Client.

The Practitioner **requires** that the Client obtain a provider notification and release of information agreement with their provider if the Client is being seen for a diagnosed medical or mental health condition, or 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 board-certified member of the National Guild of Hypnotists, and practices in accordance with its Code of Ethics and Standards. She is also a Certified Instructor. 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 National Guild of Hypnotists at P.O. Box 308, Merrimack, NH 03054-0308, (603) 429-9438, to seek redress.

Additionally, if the Client has a complaint or concern about the care or services they have received, the Client may also contact the Office of Unlicensed Complementary and Alternative Health Care Practice located in the Minnesota Department of Health, PO BOX 64882, St. Paul, MN, 55164-0882. Telephone: 651.201.3728. Fax: 651.201.3839. Website: [www.health.state.mn.us](http://www.health.state.mn.us)

## 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 \$275 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
  - FARE Hypnosis requires a 2 business day (48 hour) notice of cancellation. The Client will be billed if 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 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 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, check, Visa, MasterCard, and American Express.
  - We do not accept insurance. In general, insurance companies do not cover hypnotic services.
  - Receipts of service are provided upon request so the Client may apply for 'Flex-Pay' or Health Savings Account reimbursements if they are applicable.
  - 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:**

Hypnosis helps ordinary, everyday people with ordinary, everyday problems using individual hypnotic tools and techniques. Using a variety of tool, such as suggestions, NLP, or imaginative reviews of significant events, hypnosis helps 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 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. Hypnosis 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.

FARE 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 the 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) Hypnotic 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.

In-person sessions only: Practitioners at FARE Hypnosis use minimal physical contact in with clients: taps on the wrist, hand, elbow, and shoulder. We may from time to time lift the hand, wrist or arm. Contact is always appropriate to the hypnotic technique being used (ie, testing for relaxation levels). Practitioner will always honor a client's request for no physical contact.

#### **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 working with a Client who the Practitioner cannot serve properly or may be uncomfortable with for any reason. In this case, the Practitioner will recommend another practitioner if able. In the event services are terminated by the Client or Practitioner, the Client has a right to coordinate transfer of services to another practitioner. 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 my facility in person rather than online.

**10) Under Age Consent:**

The Client is considered a minor by Minnesota law. Upon signing this document, the Client agrees that he/she is willingly attending these hypnosis 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 hypnosis 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 FARE Hypnosis. 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 hypnotic services from Practitioners at FARE Hypnosis.

I, \_\_\_\_\_, hereby swear and affirm that I have received and understand the Complementary and Alternative Health Care Client Bill of Rights from FARE Hypnosis.

Date: \_\_\_\_\_

Signature: \_\_\_\_\_