**Notice of Privacy Practices**

Please take a few minutes to read this document. When you sign the last page of this service agreement you are indicating that you have read both this document and the Notice.

Services: Kathryn Barrow is a LCSW (licensed clinical social worker) whose practice includes individual assessments, consultations, psychotherapy and hypnotherapy. Both Kathryn Barrow and her client(s) monitor outcomes and progress at the end of each therapy session—clients are free to ask questions at any time about the therapeutic process. The first few sessions will involve an assessment, evaluation and goal setting. We will discuss your goals and decide whether or not to proceed with services. If we agree to continue working together we will identify treatment plan goals to guide therapy. If, as a professional, Kathryn Barrow cannot provide the services being requested, then she will refer such client(s) to an appropriate professional and/or agency whom she believes may be equipped to provide the services needed/requested.

Information Regarding Psychotherapy and Hypnotherapy: Potential benefits: Benefits of psychotherapy and Hypnotherapy may include learning new ways to work through stressors or problems; exploring and processing current and past issues and events as they relate to current problems; seeking assistance in the learning and growing process; and achieving improved life satisfaction and identifying core values and beliefs. Potential risks: Risks of psychotherapy and Hypnotherapy may include: 1) experiencing unpleasant emotions during the process of therapy; and 2) experiencing a change [not always exactly as desired] in relationships due to personal growth facilitated by therapy. Treatment alternatives: Psychotherapy and Hypnotherapy are just two types of treatment that may be helpful in resolving concerns. In some cases, symptoms resolve without intervention; some people find involvement in support groups or the use of self-help books to be beneficial; in other cases, the problems respond well to the use of psychotropic medications. Mindful Heart Counseling does not prescribe or manage medications.

Other services include report writing, session planning, notes, telephone conversations, consulting with other professionals, preparation of records or treatment summaries, and the time spent performing any other service you may request of me. A $20.00 fee will be assessed for returned checks. You will be expected to pay for each session at the time services are received, unless we agree otherwise or unless you have insurance coverage that requires another arrangement. Sessions will be suspended if payment is not received within 30 days of services rendered. If your account has not been paid for more than 60 days and arrangements for payment have not been agreed upon, I have the option of using legal means to secure the payment. This may involve hiring a collection agency or going through small claims court which will require me to disclose otherwise confidential information. In most collection situations, the only information I release regarding a patient’s treatment is his/her name, demographic information, the nature of services provided, and the amount due. [If such legal action is necessary, its costs will be included in the claim.]

If balances have not paid within 30 days and arrangements have not been made with Mindful Heart Counseling LLC (Kathryn Barrow), your debit/credit card will be charged the total amount of your outstanding balance.

Cancellations and Missed Sessions: In an effort to respect my time and the time of other clients, please provide me with a notification at least 24 hours prior to your scheduled appointment if you need to cancel or reschedule an appointment. I understand that emergencies, illness, and unexpected events occur, which I can choose to accommodate at my discretion; however; my time is valuable. There will be a $155.00 charge for no show or late cancellations (less than 24 hours notice) with a 3% card processing fee. You will be expected to pay this fee within 2 weeks in order to maintain good standing in practitioners caseload. You will be required to provide your card information so that Mindful Heart Counseling will automatically charge your card for your late cancellation/no show fee the day of the scheduled session, unless other arrangements have been made. Mindful Heart Counseling LLC will contact you prior to charging your card to ensure this is the preferred method of payment and that other payment arrangements do not need to be made. Please see updated scheduling policy for more details.

Contacting Me: During my work schedule I am often not immediately available by telephone. If I am unavailable, my phone will be answered by voicemail. I try to return calls within 48 hours, with the exception of weekends and holidays. If it is an emergency, please call your physician or your local emergency room.

Insurance Reimbursement:At this time, Mindful Heart Counseling accepts several insurance carrier. It is your responsibility to call your insurance carrier to make sure that Mindful Heart Counseling or Kathry Barrow is in network for you and to get a run down of your benefits. Kathryn Barrow/Mindful Heart Counseling may choose to discontinue contracts with insurance carriers in the future. 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. Please understand that you (not your insurance company) are responsible for full payment of fees accumulated. It is very important that you find out exactly what mental health services your insurance policy covers. You should carefully read the section in your insurance coverage booklet that describes mental health service and call your plan administrator if you have questions. Most insurance carriers do not cover the cost of Hypnotherapy services if billed strictly as "Hypnotherapy" alone.

Sometimes insurance companies limit the number of sessions that are covered. It may be necessary to seek approval for more therapy after a certain number of sessions. While much can be accomplished in short-term therapy, some patients feel that they need more services after insurance benefits end. [Some managed-care plans will not allow me to provide services to you once your benefits end. If this is the case, I will do my best to find another provider who will help you continue your psychotherapy.] You should also be aware that your contract with your health insurance company requires that I provide it with information relevant to the services that I provide to you. As an LCSW I am required to provide a clinical diagnosis. Sometimes I am required to provide additional clinical information such as treatment plans or summaries, or copies of your entire Clinical Record. In such situations, I will make every effort to release only the minimum information about you that is necessary for the purpose requested. This information will become part of the insurance company files and will probably be stored in a computer. Though all insurance companies licensed in Montana claim to keep such information confidential and protect its privacy, I have no control over what they do with it once it is in their hands. I will provide you with a copy of any report I submit, if you request it. By signing this Agreement, you agree that I can provide requested information to your carrier. When seeing clients for strictly Hypnotherapy, Kathryn is practicing as a Certified Master level clinical hypnotherapist, and not an LCSW. For clients who are receiving strictly Hypnotherapy services, no diagnosis is required.

Once we have all of the information about your insurance coverage, we will discuss what we can expect to accomplish with the benefits that are available and what will happen if they run out before you feel ready to end your sessions. It is important to remember that you always have the right to pay for my services yourself to avoid the problems described above [unless prohibited by contract].

Confidentiality: The law protects the privacy of all communications between a patient and a therapist. In most situations, I can only release information about your treatment to others if you sign a written Authorization form that meets certain legal requirements imposed by state law and/or HIPAA. But, there are some situations where I am permitted or required to disclose information without either your consent or authorization. I may occasionally find it helpful to consult other health and mental health professionals about a case. During a consultation, I make every effort to avoid revealing the identity of my patient. The other professionals are also legally bound to keep the information confidential. If you don’t object, I will not tell you about these consultations unless I feel that it is important to our work together. I will note all consultations in your Clinical Record. I also have contracts with related service vendors. As required by HIPAA, I have a formal business associate contract with these businesses in which they promise to maintain the confidentiality of this data except as specifically allowed in the contract or otherwise required by law. A copy of these agreements is on file. Disclosures required by health insurers or to collect overdue fees are discussed elsewhere in this agreement. If a patient threatens to harm himself/herself, I may be obligated to seek hospitalization for him/her, or to contact family members or others who can help provide protection. If you are involved in a court proceeding and a request is made for information about the professional services that I have provided you and/or the records thereof, therapist-patient privilege law protects such information. I cannot provide any information without your (or your legally-appointed representative) written authorization, a court order, or compulsory process (a subpoena) or discovery request from another party to the court proceeding where that party has given you proper notice (when required) and has stated valid legal grounds for obtaining PHI, and I do not have grounds for objecting under state law (or you have instructed me not to object). If you are involved in or contemplating litigation, you should consult with your attorney to determine whether a court would be likely to order me to disclose information. If a government agency is requesting the information for health oversight activities pursuant to their legal authority, I may be required to provide it for them. If a patient files a complaint or lawsuit against me, I may disclose relevant information regarding that patient in order to defend myself. If a patient files a workers compensation claim, I must, upon appropriate request, disclose information relevant to the claimant's condition, to the worker’s compensation insurer.

There are some situations in which I am legally obligated to take actions, which I believe are necessary to attempt to protect others from harm and I may have to reveal some information about a patient’s treatment. These situations are unusual in practice.

If I have reasonable cause to suspect that a child under 18 is abused or neglected, the law requires that I file a report with the appropriate governmental agency, usually the Department of Public Health and Human Services. Once such a report is filed, I may be required to provide additional information. If I know or have reasonable cause to suspect that an older person or a person with a developmental disability has been subjected to abuse, sexual abuse, neglect, or exploitation, the law requires that I file a report with the appropriate governmental agency, usually Department of Public Health and Human Services. Once such a report is filed, I may be required to provide additional information. If a patient communicates an actual threat of immediate threat of physical violence by specific means against a clearly identified or reasonably identifiable victim, I may be required to disclose protected information in order to protect the threatened victim. These actions may include notifying the potential victim, contacting the police, or seeking hospitalization for the patient.

If such a situation arises, I will make every effort to fully discuss it with you before taking any action and I will limit my disclosure to what is necessary. While this written summary of exceptions to confidentiality should prove helpful in informing you about potential problems, it is important that we discuss any questions or concerns that you may have now or in the future. The laws governing confidentiality can be quite complex, and I am not an attorney. In situations where specific advice is required, formal legal advice may be needed.

Minors and Parents:

Patients under 18 years of age who are not emancipated and their parents should be aware that the law may allow parents to examine their child’s treatment records. Because privacy in psychotherapy is often crucial to successful progress, particularly with teenagers, it is sometimes my policy to request an agreement from parents that they consent to give up their access to their child’s records. If they agree, during treatment, I will provide them only with general information about the progress of the child’s treatment, and his/her attendance at scheduled sessions. I will also provide parents with a summary of their child’s treatment when it is complete. Any other communication will require the child’s Authorization, unless I feel that the child is in danger or is a danger to someone else, in which case, I will notify the parents of my concern. Before giving parents any information, I will discuss the matter with the child, if possible, and do my best to handle any objections he/she may have.