



MINDFUL YOUTH INC

1026 Delta Avenue, Suite B
Cincinnati, OH 45208

www.mindfuleyouth.org

513 550.0776 cell
513 321.8792 fax

John Orr, LPCC
Licensed Professional Clinical Counselor

Client And Counselor Services Agreement

Welcome to my practice. This document (The Agreement) contains important information about my professional services and business policies. It also contains summary information about the Health Insurance Portability and Accountability Act (HIPAA). HIPAA is a federal law that provides privacy protection and patient rights with regard to the use and disclosure of your Protected Health Information (PHI) used for the purpose of treatment, payment, and health care operations. HIPAA requires that I provide you with a Notice of Privacy Practice (the Notice) for use and disclosure of PHI for treatment, payment, and health care operations. The Notice, which is attached to this Agreement, explains HIPAA and its application to your personal health information in greater detail. The law requires that I obtain your signature acknowledging that I provided you with this information. Although these documents are long and sometimes complex, it is very important that you read them carefully. We can discuss any questions that you have about the procedures. When you sign this document, it will also represent an agreement between us. You may revoke this Agreement in writing at any time. That revocation will be binding on me unless I have taken action in reliance on it. Such as obligations imposed on me by your health insurer in order to process or substantiate claims made under your policy or if you have not satisfied any financial obligations you have incurred.

Counseling Services

My approach to counseling is one that embraces the practice of mindfulness, both the formal sitting practice and the informal moment-to-moment application of the skill. While mindfulness has its origin dating back thousands of years, I want to be clear that my approach to counseling is one that is separate from religious or spiritual traditions. While the application of mindfulness will be from a clinical perspective, I also want to be clear there aren't any restrictions upon discussing religious and spiritual topics as they pertain to your life. Religious and spiritual beliefs are some of the most important in a person's life and can play an important part in therapeutic process, if the person being served identifies such a desire.

Therapy is so much more than talking to your best friend. It is a sacred relationship in which you are expected to be the center. My approach to deal with your problem is one of actively listening to your thoughts, feelings, and concerns. By helping you to increase awareness about yourself, exploring the problems, and learning to incorporate mindfulness, you can learn to effectively manage the issues in your life. Psychotherapy can have benefits and risks. Since therapy often involves discussing unpleasant aspects of your life, you may experience uncomfortable feelings like sadness, guilt, and anger. On the other hand, psychotherapy has also been shown to have many benefits. Therapy often leads to better relationships, significant reduction in feeling distress, and greater choices in dealing with specific problems. But there are no guarantees of what you will experience. I will give you my full attention and truly listen to you. If there is something you are concerned about, feel free to share it with me. Our first few sessions will involve an assessment of your needs. By the end of the evaluation, I will be able to offer you some impressions of what our work will include and a treatment plan to follow. You should evaluate this information along with your own opinions of whether you feel comfortable working with me. Therapy involves a commitment of time, money, and energy, so you should be very careful about the therapist you select. If you have questions or doubts about my procedures or approach to psychotherapy, we should discuss them whenever they arise. If you feel a referral would be appropriate for you, please feel free to discuss that and I can offer my assistance in finding someone you might assist you in meeting an identified need.



MINDFUL YOUTH INC

John Orr, LPCC
Licensed Professional Clinical Counselor

Sessions

I normally conduct an assessment of your treatment needs that will last from one to four sessions. During this time, we can both decide if I am the best person to provide the services you need in order to meet your treatment goals. It is important that you and I feel that we are a good fit to work together. I will usually schedule a 50-minute session per week at a time we agree on, although sessions may be more or less frequent. Please note that I do not provide home-based therapy.

Professional Fees

My hourly fee is \$85.00, except for the first session, which is \$100.00. If I am in your provider network, your insurance company has a contract with me that sets the fee for sessions and I cannot charge you more than the contracted amount. I charge \$85.00 per hour for other professional services you may need, though I will break down the hourly cost if I work for periods of less than one hour. Other services include report writing, telephone conversations lasting more than 10 minutes, consulting with other professionals (with your permission), preparation of records or treatment summaries, and the time spent performing any other services you may request of me. No fee is charged for the completion and submission of treatment plans or calls made for claims issues or for simple letters to verify attendance at an appointment. Although I generally do not get involved in legal proceedings, if your situation requires my participation, you will be expected to pay for all of my professional time, including preparation and transportation costs (even if I am called to testify by another party). Because of the difficulty of legal involvement, I charge for preparation and attendance at any legal proceeding as well as extensive calls or letters to probation officers.

Billing And Payments

You will be expected to pay for each session at the time it is held, unless we agree otherwise or unless you have insurance coverage that requires another arrangement. I will submit claims to your insurance carrier. However, payments denied by your insurance company for reasons such as you are not covered, or you are not eligible for services, or because you have deductible obligations before any reimbursement is made, then you are fully responsible for my fee. Payment schedules for other professional services will be agreed to when they are requested, such as writing letters or reports upon your behalf, court appearances, etc. If your account has not been paid for more than 90 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, address, phone, the nature of services provided, and the amount due. If such legal action is necessary, the cost will be included in the claim along with my hourly rate for any time spent out of my office to register and/or appear in small claims court. Because of the importance with understanding billing, payments, and fees, a separate financial agreement contract will need to be signed.

Insurance Information And Reimbursement

If you are using health insurance, please read all of this information. I realize that insurance coverage can be complicated and I want to provide you with the most help I can. The following information probably does apply to your insurance company, but some may not. 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. I will complete and submit insurance claims on your behalf and provide you with whatever assistance I can in helping you receive the maximum benefits by your plan; however, you are responsible for payment of my fees if your insurance refuses to pay. It is very important that you find out exactly what mental health services and benefits your insurance policy covers, including applicable deductibles, co-payments (copays), and limitations of your benefit. You should carefully read the section in your insurance coverage booklet or website that describes mental health services. You should also understand your in-network versus your out-of-network benefits for psychotherapy. If I am an in-network provider for your plan, I will have a contract to accept the fee set forth by the contract for billable services. If I am an out-of-network provider for your plan, I do not have a contract with your plan and, therefore, I can balance bill you for remainder of my fee not covered by insurance. To verify this and more information, PLEASE CALL YOUR INSURANCE PROVIDER to obtain information about



eligibility, coverage, and authorizations. Of course, I will provide you with whatever information I can based on my experience and will be happy to help you in understanding the information you receive from your insurance company. I have included common questions and answers to help facilitate your understanding of insurance issues. If these do not answer your questions, please let me know:

What Is An Authorization And Do I Need One?

Insurance does cover most of the services I offer and I provide insurance billing for my clients, but there are several issues you should be aware of when using your insurance. The first issue is that most insurance companies require an AUTHORIZATION before you can see a therapist. To find out if you need an authorization, call your insurance company. You will receive an initial authorization (or pre-certification) number for services. This authorization will include a begin date and end date. When this initial authorization expires or the number of sessions has been utilized, I am responsible for completing a treatment plan to obtain ongoing or concurrent authorizations for services. If you change insurance carriers, not only notify me, but also please contact the new insurance carrier immediately so that services are authorized through the new carrier. Failure to do so, can result in denial of claims. Several insurance companies contract out (outsource) their mental health payors. If this is the case with your insurance, there should be a separate number for mental health treatment on your insurance card.

What Is A Deductible?

Some insurance plans have what is called a DEDUCTIBLE. What this means is that you have to pay a certain amount of money before your insurance plan will kick in. For example, if you have a \$100 deductible, you'll have to pay your health care specialist the first \$100 billed before your insurance will pay anything.

What Is A Copay Or Co-Payment?

Insurance plans also have COPAYS. This is what your insurance will expect you to pay along with what they will pay. Copays can vary from \$5 to \$50 depending on your plan.

Which Services Does Insurance Not Cover?

Therapy conducted over the telephone; Couples therapy; Common problems resulting from parent-child relationship problems; and in some circumstances uncomplicated grief and bereavement. These services are considered self-pay which means you pay the total charge for services.

Are There Benefits To Not Using My Insurance?

If you are using insurance, your insurance company will have the right to know a diagnosis and a treatment plan. On rare occasions, insurance companies will conduct chart audits, meaning they will have access to the information within the chart. If you intend to pay without using insurance, you will have some added confidentiality as there will be no other party that will have a right to the information within your chart without your written permission. Additionally, you do not have to worry about the insurance company having access to your treatment situation, including diagnosis.

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. The information that I provide is typically for the purpose of authorizing additional services beyond the initial authorization of sessions at the onset of treatment. I am required to provide a clinical diagnosis as well as additional clinical information such as treatment plans or summaries. In such cases, 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. If you request it, I will provide you a copy of any report or treatment plan I submit. By signing this agreement, you agree that I can provide requested information to your insurance carrier.

Contacting Me For Routine And Crisis Situations

Due to my work schedule, I am often not immediately available by telephone. When I am unavailable, feel free to



MINDFUL YOUTH INC

John Orr, LPCC
Licensed Professional Clinical Counselor

leave a message on my confidential voice mail. I will make every effort to return your call on the same day you make it, with the exceptions of weekends, holidays, or vacations. If you are in crisis and having an emergency, you can call my emergency number given on my office voice mail. By leaving a message on my emergency phone number, I will be notified that you are in crisis and return your call between sessions or within 30 minutes if I am not with another client. You should also call 911 or go to your nearest emergency room for immediate help. Please do not call my emergency phone to cancel or schedule an appointment. If I am on vacation, I will notify you of my absence in advance and I will make arrangements for emergency coverage.

Termination Of Therapy

Ideally, termination of psychotherapy should be a mutually agreed upon time. If for any reason you wish to end treatment, please discuss this with me in advance. While you have the right to end therapy at any point, I suggest that we have at least two sessions to discuss your concerns about early termination. If a referral to another therapist or another resources is indicated, I will be happy to assist with the appropriate referral.

Confidentiality

Confidential services are the hallmark of mental health and counseling services. Without confidential services, trust cannot be established. Family members, including spouses or partners, are not entitled to information about your treatment without your consent. Referral sources are not entitled to information about your treatment without your consent. However, you should be aware of the limits of confidentiality and how Protected Health Information (PHI) is used. The following sections deal specifically with the issue of confidentiality.

Notice Of Privacy Practices / Limits Of Confidentiality

This notice will tell you about the ways in which I may use and disclose protected health information about you. It also describes your rights and certain obligations that I have regarding the use and disclosure of your protected health information. I am required by law to maintain the privacy of your health information, give you notice of my privacy practices with respect to your protected health information, and follow the terms of this Notice.

I may use or disclose your protected health information (PHI) for treatment, authorization, payment, and health care operations purposes with your consent. To help clarify these terms, here are some definitions:

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

Treatment is when I provide, coordinate, or manage your health care and other services related to your health care. An example of treatment would be when I consult with another health care provider, such as your primary care physician or another psychotherapist.

Payment is when I obtain reimbursement for your healthcare. Examples of payment are when I disclose your PHI to your health care insurer to obtain reimbursement for your health care or to determine eligibility or coverage.

Health Care Operations are activities that relate to the performance and operation of my practice. Examples of health care operations are quality assessment and improvement activities, business-related matters such as audits and administrative services, and case management and care coordination.

Use applies only to activities within my office, such as sharing, employing, applying, utilizing, examining, and analyzing information that identifies you.

Disclosure applies to activities outside of my office, such as releasing, transferring, or providing access to information about you to other parties.



The law protects privacy of all communications between a client and a counselor. 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 HIPAA. There are other situations that require only that you provide written, advance consent. Your signature on this Agreement provides consent for those activities as follows:

I may use protected health information about you to provide treatment and to request authorization for services from your insurance carrier or managed care organization.

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 client. The other professionals are also legally bound to keep the information confidential. If you do not object, I will not tell you about these consultations unless I feel that it is important in our work together. I will note all consultations in your clinical record.

I will need to disclose protected health information about you so that treatment and services you receive may be billed to insurance for payment. This includes demographic information, diagnosis, procedure codes, and dates of service.

Disclosures required by health insurers or to collect overdue fees are discussed elsewhere in this Agreement.

There are some situations where I am permitted or required to disclose protected health information without either your consent or authorization:

If you are involved in a court proceeding and a request is made for information concerning your evaluation, diagnosis, or treatment, such information is protected by the counselor-client privilege law. I cannot provide any information without your (or your personal or legal representative's) written authorization, or a court order. 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, I may be required to provide it to them.

If a client files a complaint or lawsuit against me, I may disclose relevant information regarding that client in order to defend myself.

If a client files a worker's compensation claim, the client must execute a release so that I may also release the information records or reports relevant to the claim.

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 client's treatment. These situations are unusual in my practice:

If I know or have reason to suspect that a child under 18 years of age or a mentally retarded, developmentally disabled, or physically impaired child under 21 years of age has suffered or faces a threat of suffering any physical or mental wound, injury, disability, or condition of a nature that reasonably indicates abuse or neglect of the child, the law requires that I file a report with the appropriate government agency, usually the Public Child Protective Services. Once such a report is filed, I may be required to provide additional information.

If I have reasonable cause to believe that an adult is being abused, neglected, or exploited, or is in condition that is the result of abuse, neglect, or exploitation, the law requires that I report such belief to the county Department of Job and Family Services. Once such a report is filed, I may be required to provide additional information.



MINDFUL YOUTH INC

John Orr, LPCC
Licensed Professional Clinical Counselor

If I know or have reasonable cause to believe that a patient or client has been the victim of domestic violence, I must note that knowledge or belief and the basis for it in the client's record. I am not required to report this to authorities.

If I believe that a client presents a clear and substantial risk of imminent serious harm to him/herself or someone else and I believe that disclosure of certain information may serve to protect that individual, then I must disclose that information to appropriate public authorities, and/or the potential victim, and/or professional workers, and/or the family of the client.

If such situations arise, I will make every effort to fully disclose 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.

Your Rights Regarding Protected Health Information

You have the following rights regarding your protected health information I maintain about you:

You have the right inspect and obtain a copy of your protected health information. This includes your clinical records and billing records, but does not include psychotherapy notes. If you request a copy of the information, I am allowed to charge a copying fee of \$1 per page for the first 10 pages, .50 cents per page for pages 11 through 50, and .20 cents per page for pages in excess of fifty, plus a \$15 fee for records search, plus postage. Your request for your clinical record must be in writing and signed by you and dated not more than 60 days from the date it is submitted. Since professional records can be misinterpreted and/or upsetting to untrained readers, I highly recommend that you initially review the record in my presence.

If you feel that the protected health information I have about you is incorrect or incomplete, you may ask me to amend your information.

You have the right to request a restriction or limitation on the protected health information I use or disclose about you for treatment, payment, or health care operations. You also have the right to request a restriction or limit on the protected health information I disclose about you to someone who is involved in your care or the payment of your care, like a family member, partner, or friend.

Your signature below indicates that you have read the information in this document and have received the Notice of Privacy Practices and that you agree to abide by the terms in this document during our professional relationship.

Signature of Client or Client's Guardian

Date

Printed Name of Client or Client's Guardian

Counselor's Signature and Credentials

Date