

Youth Behavioral Health, LLC
Melissa K. Hord, PhD, LP
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Phone: (507) 206-3370
Email: drhord@youthbehavioralhealth.org

OUTPATIENT SERVICE CONTRACT

Welcome. This document contains important information regarding psychotherapy treatment and specific services and fees. Please carefully review the following information. If you agree to the terms set forth in this document, please sign your name in the designated spots. If you have any questions or concerns, please do not hesitate to discuss them at your appointment.

Psychological Services

Psychotherapy can be a complex process, not easily described in general statements. There is significant variability depending upon the personalities involved, the problems to be addressed, and the goals. There are many different methods I may use to deal with the problems that you hope to address. Psychotherapy is not like a medical doctor visit. Instead, it calls for a very active effort on your part. In order for the therapy to be most successful, you will have to work on things we talk about both during our sessions and at home.

Psychotherapy can have benefits, as well as risks. At times when discussing difficult issues, you (and/or your child) may experience some uncomfortable feelings. At the same time, psychotherapy has also been shown to have benefits, such as solutions to specific problems, reduction of feelings of distress and improved coping skills. However, there are no guarantees of what you (and/or your child) will experience.

The initial sessions will involve an evaluation of your needs/your child's needs. By the end of the evaluation, I will offer feedback and recommendations for you and/or your child. The evaluation period is a time for you and I to decide if I am the most appropriate person to provide the services you need in order to meet your goals. It is also a time for you to evaluate your comfort level with me. If you have questions about my procedures, we should discuss them as they arise. If you decide not to pursue therapy with me, I would be happy to facilitate a referral to another mental health professional.

Child Supervision

Children under the age of 15 are required to have a responsible adult on the premises at all times. The office has been designed so that parents can directly monitor children through a window into the playroom during times that I am meeting with a parent.

Limits of Confidentiality

The law protects the privacy of all communications between a patient and a mental health professional. In most situations, we 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 situations that require only that you provide written, advance consent. Your signature on this Agreement provides consent for those activities as follows:

- I may occasionally find it helpful to consult with other health and mental health professionals about a case. During a consultation, I make every effort to avoid revealing the identity of my patients. 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 communications in your clinical record (which is call "PHI" in our Notice of Psychologist's Policies and Practices to Protect the Privacy of Your Health Information).

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

- If you are involved in a court proceeding and a request is made for information concerning your diagnosis and treatment, such information is protected by the clinician-patient privilege law. We cannot provide any information

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without your (or your legal representative's) written authorization or a court order. If you are involved in or are contemplating litigation, you should consult with your attorney to determine whether a court would be likely to order us to disclose information.

- If a government agency is requesting the information for health oversight activities, I may be required to provide it for them.
- If a patient files a complaint or lawsuit against his/her clinician, that clinician may disclose relevant information regarding that patient in order to defend themselves.

There are some situations in which I am legally obligated to take actions that 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 my practice.

- If I have cause to believe that a child under 18 has been or may be abused or neglected (including physical injury, substantial threat of harm, mental or emotional injury, or any kind of sexual contact or conduct), or that a child is a victim of a sexual offense, or that an elderly or disabled person is in a state of abuse, neglect, or exploitation, the law requires that I make a report to the appropriate governmental agency, usually the Department of Family Protective Services. Once such a report is filed, I may be required to provide additional information.
- Private information may be disclosed without the informed written consent of the patient when disclosure is necessary to protect against a clear and substantial risk of imminent serious harm being inflicted by the patient on the patient or another individual. In such cases, the private information will be disclosed only to appropriate professional workers, public authorities, the potential victim, or the family of the patient.

While this written summary of exceptions to confidentiality should prove helpful in informing you about potential problems, it is important that you discuss any questions or concerns that you may have now or in the future with me. 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.

Privacy Regarding Persons Under Eighteen Years of Age

Both parent(s)/ guardian(s) are required to give consent in order for a child to be in therapy, even if the parents are divorced and or separated. There are circumstances during which both parents have equal access to their child's records, even if one parent has sole custody. As a psychotherapist invested in maintaining neutrality, I am not in the position of conducting custody evaluations. In families where there is a divorce or separation, it is also very important that we establish at the onset of therapy how communication will be handled with each parent.

As parent(s) and guardian(s), you are the most important people in your child's life and it is necessary for you to be a partner in your child's therapy. However, it may be difficult for a child, particularly an adolescent, to have a working relationship with any therapist if he or she feels that what they say in therapy will always be shared with their parents. Therefore, it is important at the onset of therapy that we establish how much information will be shared. In general, it is my policy to provide parents with general information about treatment status and attendance. By signing this agreement, you will be waiving your right of access to your child's treatment records.

If your child is an adolescent, it is possible that he/she will reveal sensitive information regarding sexual contact, alcohol and drug use, or other potentially problematic behaviors. Sometimes these behaviors are within the range of normal adolescent experimentation, but at other times they may require parental intervention. We must carefully and directly discuss your feelings and opinions regarding acceptable behavior. If I ever believe that your child is at serious risk of harming him/herself or another, I will inform you.

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Although my responsibility to your child may require involvement in conflicts between parents, I need your agreement that my involvement will be strictly limited to that which will benefit your child. This means, among other things, that you will treat anything that is said in session with me as confidential. If multiple parents are involved in treatment, no one will attempt to gain advantage in any legal proceeding between parties from my involvement with your children. In particular, I need your agreement that in any such proceedings, no party will ask me to testify in court, whether in person, or by affidavit. You also agree to instruct your attorneys not to subpoena me or to refer in any court filing to anything I have said or done.

Note that such agreement may not prevent a judge from requiring my testimony, even though I will work to prevent such an event. If I am required to testify, I am ethically bound not to give my opinion about any party's custody or visitation suitability. If the court appoints a custody evaluator, guardian ad litem, or parenting coordinator, I will provide information as needed (if appropriate releases are signed or a court order is provided), but I will not make any recommendation about the final decision. Furthermore, if I am required to appear as a witness, the party responsible for my participation agrees to reimburse me at my hourly rate for time spent traveling, preparing reports, testifying, being in attendance, and any other case-related costs. Fees will be charged for court appearances, telephone conversations lasting longer than 20 minutes regarding court issues, consulting with other professionals with your permission, preparation of treatment summaries, and the time spent performing any other service you may request. Court fees are the client's responsibility.

Professional Fees

My hourly fee is \$200. Payment is requested at the time services are provided. In addition to weekly appointments, it can be clinically beneficial or necessary for sessions to be supplemented by collateral services. These services may include, but are not restricted to: telephone conversations lasting longer than 20 minutes, phone consultation to schools, adjunct mental health professionals, and physicians as well as report/letter writing. It is my policy to charge a prorated amount for these services. Should you become involved in legal proceedings that require my participation, even if another party other than yourself calls me to testify, payment for my time is your responsibility.

Cancellation Policy

Once an appointment hour is scheduled, you will be expected to pay for it unless you provide 24 hours advance notice of cancellation (unless we both agree that you were unable to attend due to circumstances beyond your control). It is important to note that insurance companies do not provide reimbursement for cancelled sessions. A need to cancel appointments due to inclement weather does not apply.

Insurance Reimbursement

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 services. Be aware of specific requirements or limits that are described regarding prior authorization and/or specified number of covered treatment sessions. In some cases, it may be necessary to seek approval for an additional number of sessions in order to accomplish treatment goals. Ultimately, it is your responsibility to have a clear understanding of your plan coverage. If you have questions about the coverage, call your plan administrator.

Should you decide to use your out of network insurance benefit, please be aware that your insurance company may require a diagnosis, treatment plan, and on rare occasion, may ask for your full treatment record. Information that is submitted to your insurance company will become part of their records and probably be stored in a computer. Although insurance companies try to maintain confidentiality, they are not bound by the same laws that apply to mental health practitioners. I will provide you with assistance in helping you to receive the benefits to which you are entitled, however, it is ultimately your responsibility, not the insurance company's, for payment.

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Contacting Dr. Hord

Due to my work schedule, I am often not immediately available by telephone. When I am unavailable, a phone message can be left for me and I will return your call as soon as possible. I will make every effort to return your call in a timely fashion; calls received on Friday may not be returned until Monday. If it is an emergency situation, please seek services at your local hospital emergency room or call 911. Email is only used for scheduling and I do not check emails regularly. Please do not use this mode of communication for urgent or emergency needs.

Authorization for Appointment Reminders

Please select one of the below as your preferred method to receive appointment reminders. Please be aware that reminders are offered as a courtesy and that we cannot control what happens to the messages after they are sent. Thus, they are not considered confidential. Unless requested otherwise by you, the message will include that you have “an appointment with Melissa Hord.”

- ☐ Email address: _____
- ☐ Text message: _____
- ☐ Voicemail: _____
- ☐ No reminder.

YOUR SIGNATURE BELOW INDICATES THAT YOU HAVE READ THIS AGREEMENT AND AGREE TO ITS TERMS AND GIVE CONSENT FOR THERAPY. THIS ALSO SERVES AS AN ACKNOWLEDGEMENT THAT YOU HAVE RECEIVED THE HIPAA NPP FORM DESCRIBED ABOVE.

Client Signature

Date

IF CLIENT IS A MINOR CHILD, THEN AS A PARENT, LEGAL GUARDIAN, OR MANAGING CONSERVATOR OF THIS MINOR CHILD, I DO HERBY AUTHORIZE YOUTH BEHAVIORAL HEALTH, LLC TO PROVIDE THERAPEUTIC SERVICES AND AGREE TO THE TERMS OF THIS FROM TO MY CHILD.

Parent/Legal Guardian

Date

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Consent to Communicate via Email

Clients who wish to communicate with me via email must give written consent. It is preferred for clients to use the secure online patient portal but we understand that there are times when email is easier for clients. It is best for emails to be limited to scheduling only and for included details to be minimal. I use reasonable means to protect the security and confidentiality of email information sent and received. However, because of the risks identified below, I cannot guarantee the security and confidentiality of email communication, and I am not liable for accidental or improper disclosure of confidential information not caused by my negligence or intentional misuse. I will not forward emails to independent third parties without the client's prior written consent, except as authorized or required by law.

RISKS ASSOCIATED WITH EMAIL

Some, but not all of the risks with email are listed here:

- Email can be immediately broadcast worldwide and received by both intended and unintended recipients;
- Email senders can easily misaddress an email and forward emails to the wrong recipient accidentally;
- Email is easier to falsify than hand-written or signed documents;
- Backup copies of email may exist even after the sender and recipient have deleted their copies;
- Employers and online services have a right to archive and inspect emails transmitted through their systems;
- Email can be intercepted, altered, forwarded, or used without authorization or detection;
- Email can be used to introduce computer system viruses and other malware, and
- Email can be legally discovered and used as evidence in court.

CLIENT OBLIGATIONS WHEN CONSENTING TO EMAIL

- Take precautions to preserve the confidentiality of email
- Follow-up with me if you have not received a response within a week
- Inform me of any changes to your email address
- If necessary, rescind your consent to email communication by sending hardcopy, written instructions to me via postal mail.

I acknowledge that I have read and understand this consent form. I fully understand the risks associated with communications with me by email, to which I hereby consent. As a client, I agree to fulfill my obligations as stated above.

Client's Name

Date of Birth

Parent/Guardian or Client (if over 18 years of age) Signature

Date

Email Address: _____

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