

*Safe Harbor Counseling*  
76 S. Main St, Suite A, PO Box 806  
Sugar Grove, IL 60554

**OUTPATIENT SERVICES AGREEMENT**

This document contains important information about the professional services and business policies of Safe Harbor Counseling. Please read it carefully and note any questions you might have so that we can discuss them at our meeting.

- By signing this document, you agree to the policies as described in this document.
- During our first session, the document will be reviewed.
- You will be asked to sign indicating that you understand and agree to the policies.

**Topics Addressed in the Outpatient Services Agreement**

Therapeutic Services

Meetings/Sessions

Insurance Reimbursement

Hold Harmless

Payment Obligations

Contacting Your Therapist

Action to take in an Emergency

Professional Records

Confidentiality

Mandated Reporting

Duty to Warn

Professional Consultation

Patients Between 12 and 18 years of age

*Safe Harbor Counseling*  
*76 S. Main St, Suite A, PO Box 806*  
*Sugar Grove, IL 60554*

**THERAPEUTIC SERVICES**

- Psychotherapy 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 that are discussed both during sessions and at home.
- Psychotherapy can have benefits and risks.
- Since therapy often involves discussing unpleasant aspects of your life, you may experience uncomfortable feelings like sadness, guilt, anger, frustration, loneliness, and helplessness.
- On the other hand, psychotherapy has also been shown to have benefits for people who go through it.
- Therapy often leads to better relationships, solutions to specific problems, and significant reductions in feelings of distress.
- But there are no guarantees of what you will experience.
- Your participation and feedback as the client is vitally important for positive treatment outcomes.
- Please ask questions about procedures and interactions whenever they come up. Please ask questions and offer feedback anytime.
- Please share with your therapist if you would like a second opinion, so that an appropriate referral can be made.

**MEETINGS**

- Appointments are most frequently scheduled one 50-60 minute session (one appointment hour of 50-60 minutes duration) per week at a time we agree on, although some sessions may be longer or more or less frequent.
- Once an appointment hour is scheduled, you will be expected to pay for it unless you provide 24 hours advance notice of cancellation, or unless we both agree that you were unable to attend due to circumstances beyond your control.

**PROFESSIONAL FEES**

- My hourly fee will be discussed during our initial meeting unless we have set a fee prior to that meeting, in which case that fee will apply, and is noted at the end of this agreement.
- If we are under contract with your insurance company, our fees are governed by this contract and you are responsible for co-pays/patient responsibility as outlined by carrier.
- Any fees, outside of the portion covered by insurance (if being billed by us), is due at time of service.
- Additionally, the same hourly amount is charged for other professional services you may need.
- Time billed is measured in 15-minute increments. Areas and services that may require payment will be discussed as they arise.
- Cost for legal fees incurred will be billed to the client.
- Other services may include, but are not limited to;
  - report writing,
  - attendance at meetings with other professionals you have authorized

*Safe Harbor Counseling*  
*76 S. Main St, Suite A, PO Box 806*  
*Sugar Grove, IL 60554*

- preparation of records or treatment summaries,
- and the time spent performing any other service you may request of me.
- if you become involved in legal proceedings that require my participation, you will be expected to pay for my professional time even if I am called to testify by another party.
- due to the nature and complexity of legal proceedings and therapist involvement thereof, the fee is \$350/hour for preparation, transportation time and attendance at any legal proceeding.

**INSURANCE REIMBURSEMENT**

- If you have a health insurance policy, it will usually provide some coverage for mental health treatment.
- The best method to verify your coverage is to call the customer service number on the back of the insurance card.
- You may ask your insurance company if an email outlining mental/behavioral health benefits can be sent to you.
- You can then bring them to the first session. While Safe Harbor Counseling (through our billing agent) will do its best to help you fill out the necessary insurance forms and provide you with whatever assistance we can to help secure insurance benefits to which you are entitled, you (not your insurance company) are responsible for the full payment of service fees.
- Therefore, it is very important that you find out exactly what mental health services your insurance policy covers.
- Clients are ultimately responsible for any expenses: either through insurance coverage or personal payments.
- Insurance companies require you to authorize your therapist to provide them with a clinical diagnosis.
- Sometimes additional clinical information such as treatment plans or summaries or copies of the entire record (in rare cases) are required by the insurance company.
- This information will become part of the insurance company files and will probably be stored in a computer.
- Though all insurance companies are obligated to keep such information confidential, however we have no control over what they do with it once it is released to the company.
- In some cases, they may share the information with a national medical information databank. A copy of any report submitted will be provided to you upon written release and request.
- By signing below, you agree to **hold your therapist harmless** from any liability or legal responsibility that may arise from the use or disclosure of medical information to your health insurance carrier.
- We will do our best to keep you apprised of any requests for information from your health insurance company.
- 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.

*Safe Harbor Counseling*  
*76 S. Main St, Suite A, PO Box 806*  
*Sugar Grove, IL 60554*

**CONTACTING YOUR THERAPIST**

- Your therapist is often not immediately available by phone.
- When unavailable, your call will go to voice mail which is monitored frequently.
- Every effort to return your call on the same day you make it, with the exception of weekends and holidays.
- Calls may be returned late in the evening, so please advise your therapist if that is a problem.
- If you are difficult to reach, please include some times in your message when you will be available.
- If you are unable to reach your therapist and feel that you cannot wait for a return call, you may use the cell phone number provided by your therapist or as included on the answering machine.
- If your therapist will be unavailable for an extended time, you will be provided with the name of a colleague to contact, if necessary.
- In case of an emergency requiring medical intervention, please contact your physician or go to the nearest emergency room or call 911.

**PROFESSIONAL RECORDS**

- The laws and standards of my profession require that treatment records are kept.
- You are entitled to receive a copy of your records, or a summary can be prepared for you instead.
- Because these are professional records, they can be misinterpreted and/or upsetting to untrained readers.
- If you wish to see your records, it is recommended that you review them in the presence of your therapist so that we the contents can be discussed.
- Patients will be charged an appropriate fee for any professional time spent in responding to information requests or reviewing the contents of a patient's file with that patient.

**CONFIDENTIALITY**

- In general, the privacy of all communications between a patient and a therapist is protected by law, and your therapist can only release information about our work, or the work with your child, to others with your written permission.
- In the case of minors, those over 12 years of age must sign the release in addition to a parent/guardian (see below). However, there are a few exceptions.
- In most legal proceedings, you have the right to prevent me from providing any information about your treatment.
  
- The courts very much support therapist/patient confidentiality. However, in some proceedings involving child custody and those in which your emotional condition is an important issue, a judge may order my testimony if he/she determines that the issues demand it.

*Safe Harbor Counseling*  
*76 S. Main St, Suite A, PO Box 806*  
*Sugar Grove, IL 60554*

### **Mandated Reporting**

- There are some situations in which your therapist is legally obligated to take action to protect others from harm, even if some information about a patient's treatment must be revealed.
- The Illinois Mental Health and Developmental Disabilities Confidentiality Act (MHDDCA) mandates a therapist to "warn" any intended victim, as well as the responsible authorities, where a patient discloses in session that he or she intends to cause physical harm to a specifically identifiable victim.

### **Duty to Warn**

- It is then the therapist's responsibility to take steps to notify the victim and/or local authorities and provide enough information with which the authorities and/or the victim might prevent the harm from occurring.
- Therefore, if a patient discloses intent to harm a specific person, that person and/or the authorities must be notified, or attempt to secure the hospitalization of the patient.
- These disclosures are also protected by an immunity clause in the statute.

### **Suspected Abuse**

- If your therapist believes that a child, elderly person or disabled person is being abused, a report must be filed with the appropriate state agency.
- Pursuant to the Abused and Neglected Children's Reporting Act (ANCRA) in Illinois, "mandated reporters" are required to disclose any **suspected** instances of abuse or neglect of minors to the Illinois Department of Children and Family Services (DCFS).
- As a mental health provider, your therapist is a mandated reporter. If a call is placed, DCFS may investigate the situation. If such a report is to be made, it is our policy to, when possible, first advise the patient/guardian that DCFS will be contacted.
- Subsequent to a "mandated" report, the patient, and possibly others, will be contacted by a follow up investigator from DCFS. If these investigators confirm the presence of abuse or neglect, a letter so indicating will be issued, and possible court hearings could result.
- If the DCFS investigators conclude that no abuse or neglect has occurred, a letter will be issued indicating that the claim is "unfounded."
- The statute also provides the therapist with absolute immunity from any criminal or civil liability in the event that such a report is made, **even without the consent of the patient.**

*Safe Harbor Counseling*  
*76 S. Main St, Suite A, PO Box 806*  
*Sugar Grove, IL 60554*

**Self Harm**

- If a patient threatens to harm himself/herself, your therapist may be obligated to seek hospitalization for him/her or to contact family members or others who can help provide protection.
- The above situations have rarely occurred in this practice.
- If a similar situation occurs, every effort will be made to fully discuss it with you before taking any action.

**Professional Consultation**

- Your therapist may occasionally find it helpful to consult other professionals about a case.
- During a consultation, every effort is made to avoid revealing the identity of the patient.
- The consultant is also legally bound to keep the information confidential.
- By signing below, you agree that your therapist is not obligated to inform you about these consultations unless he/she feels that it is important to our work together.

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. Your therapist will be happy to discuss these issues with you if you need specific advice, but formal legal advice may be needed because the laws governing confidentiality are quite complex, and your therapist is not an attorney.

**Patients Under the Age of 18**

- If you are under 18 years of age, please be aware that the law provides your parents the right to examine your treatment records.

**12-18 Years of Age**

- Additionally, if you are 12 years or older, your therapist is required to seek your signature before records can be released to your parents, unless your therapist feels that there is not a compelling reason to deny access to those records.
- If your parents agree, your therapist will provide them only with general information about our work together.
- However, disclosure of information may be necessary and/or mandated if your therapist feels there is a high risk that you are being harmed, will seriously harm yourself, or may harm someone else.

*Safe Harbor Counseling*  
*76 S. Main St, Suite A, PO Box 806*  
*Sugar Grove, IL 60554*

- In those instances, your parents will be notified of the concern, and designated agencies will be notified as mandated by IMHDDCA and/or ANCRA.
- Your therapist will also provide your parents with a summary of your treatment when it is complete. Before giving them any information, we will discuss the matter with you, if possible, and do our best to handle any objections you may have with what is to be discussed.

Your signature below indicates that you have read the information on the topics listed in this document and agree to abide by its terms during our professional relationship.

\_\_\_\_\_  
Signature of Patient (12 years or older)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Parent (if Patient is under 18)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Therapist

\_\_\_\_\_  
Date