

## **Jill Leffingwell, LCSW, MSW**

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541 Willamette St. Suite 306, Eugene OR, 97401, 541-654-7733

### **Contact Information and Emergencies**

My private practice hours are by appointment. On occasion, you may find it necessary to contact me by phone outside of our regularly scheduled appointments. I am often not immediately available by phone, due to being involved in sessions with other clients and other professional and personal responsibilities. When I am not available, you can leave a confidential voicemail message at (541) 654-7733 I check my messages regularly and will do my best to return your message in a timely manner during business hours.

In the event of an emergency, you may leave me a message informing me of such but I suggest you also consider seeking more immediate assistance. Community crisis resources include:

For Children and Adolescents:  
Mental Health Crisis Team 1-888-989-9990

For Adults:  
White Bird (541) 687-4000 or local emergency room. If needed call 911.

If I am on an extended leave, I will generally have a colleague provide back-up assistance for clients in need. In this event, I will provide you with the practitioner's name and number and you may seek them out for services.

### **Psychotherapy Risks and Benefits**

Participation in psychotherapy has been shown to significantly benefit people who undertake it for personal growth, symptom reduction, behavioral change, self-development, skill development, improvements in relationships, increased feelings of well being and reduction in feelings of distress, resolution of specific problems, and the exploration of personal issues and concerns that influence daily life and relationships.

Psychotherapy does, however, carry some risks. Risks may include: uncomfortable feelings which can result from the exploration of difficult or unpleasant aspects of past or current experiences or discomfort from attempts to stretch oneself by engaging in new behaviors, relational skills and coping strategies. For children and adolescents this may manifest in behavioral reactions. The most notable risk is a lack of positive impact on presenting concerns.

Best outcomes of psychotherapy are typically associated with the following:

-Consistent attendance, active effort and collaboration, both on your part as the client and my part as the therapist.

-A positive relationship between therapist and client. Therefore, if at any time you feel uncomfortable or dissatisfied with our relationship or work, it is important that we discuss this so that we can make the appropriate adjustments to our work together or, if needed, I can assist you with referral to another professional.

### **Appointments and Scheduling**

After the initial intake appointment(s), which typically last a total of 60-90 minutes, each appointment will be approximately 50-60 minutes in length. You will be responsible for letting

me know at least 24 hours in advance of any cancellation for a scheduled appointment. On occasion, I may also have to cancel or reschedule sessions. In such cases, I will attempt to contact you at least 24 hours in advance whenever possible.

### **Fees**

Fees, including any co-payment, are due in full at the conclusion of each session, unless we specifically agree to other arrangements. My fee is typically \$90 per 50-60 minutes. Intake sessions \$130 per 75-90 minutes and family sessions \$110 per 50 minutes. For those whose fees are being paid by another payer such as a community agency or insurance company, it is your responsibility to be apprized of whether your treatment or other recommended services will be reimbursed. Any unpaid fees are the responsibility of the client. If you have questions about third party billing, or need some assistance, please discuss this with me. Please see attached consent form for more information on issues related to third party payment. If you do not have insurance and the cost for services is prohibitive for you, a sliding

### **Confidentiality**

I will treat what you share with me in great care. Law protects confidentiality of all communications between a client and a therapist as well as documentation and records. Confidentiality guidelines are determined by Oregon State Law, federal HIPPA guidelines, and my professional social work ethics.

Please note, Oregon State Law asserts certain exceptions or limits to confidentiality for cases in which there is potential harm to the client or others.

- I am mandated by law to report any suspected abuse to a child or certain adults.
- In situations in which I believe you represent a serious bodily harm to yourself or others, I may contact appropriate authorities or seek hospital treatment for you on your behalf.
- If there becomes some legal involvement in your case, I may be court ordered to release records or testimony. In such cases, I will typically attempt to assert confidentiality, however, a judge may overrule this if he or she determines that this information is necessary. I strongly discourage the use of treatment with me to further legal goals such as custody evaluation or abuse investigation. The purpose of my services is to promote client well-being. If you are seeking services for legal reasons, we should discuss whether a referral to another resource instead of or in addition to your work with me is appropriate.

At times, coordination of assessment or treatment with other professionals or important people in your life may be beneficial to treatment. This would require me to exchange treatment information with them. In such cases, I will discuss this with you and you should know that law requires I obtain prior written permission from you before releasing any information about our work together. You have the right to refuse to give permission or revoke permission in writing at any time. *In general, the sharing of information is done for the sole purpose of benefiting your treatment.*

I am required to keep a file of our work together for clinical record and treatment operations. All information about you will be under my supervision and kept in a locked file in my locked office. Please refer to the attached privacy notice for more detail regarding federal confidentiality guidelines. Please initial here to indicate you received this Notice of Privacy Practices.

(Initial here) \_\_\_\_\_

**Child/Adolescent Issues**

Providing services to children and adolescents may present special challenges in relation to consent to treatment and confidentiality.

By Oregon Law, the custodial parent or guardian is the only person who can provide consent for treatment for children under 14 years old. Please note that a noncustodial parent is only legally able to provide consent for treatment in the case of emergencies when the custodial party is not available. Both custodial parents/guardians and noncustodial parents have the same rights regarding access to treatment information such as discussing treatment with me or reviewing treatment records directly pertaining to the identified client. This does not include access to information about others who may be referred to in the records during the course of treatment such as other parents, family members, etc.

It is always my goal to increase connection and communication between youth and their parents whenever possible. However, establishing a trusting relationship with a child or adolescent client may require me to sometimes keep some information shared in therapy confidential from parents. Please note, any information that includes threat of harm to a child/adolescent or other will be shared with parents except when to do so would put a child/adolescent in harm's way. Always, I encourage parents to share any information or concerns with me about the child/adolescent that would be helpful in understanding them or their treatment needs. Similarly, parents are always welcome and encouraged to present me with any questions or concerns about the therapy process for discussion and shared decision-making.

**Statement of Informed Consent**

I have reviewed the above information and have had an opportunity to ask questions about it. I understand my rights to privacy, the exceptions to my rights to privacy, and that there are risks associated with treatment. I have received a copy of the Notice of Privacy Practices, and understand that I have a right to ask that some or all of my health information not be used or disclosed in the manner described in the Notice of Privacy Practices

In the event that children are involved in treatment, I hereby give my consent for their treatment and affirm that I am a legal guardian with the authority to authorize mental health services. I also agree to abide by the payment and billing policy outlined above and accept full responsibility for any and all fees incurred in my care or the care of my children. I hereby authorize Jill Leffingwell, LCSW, to provide counseling services per my request. I affirm that my request for services is voluntary and that I may discontinue at any time.

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Client Name (please print)

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Signature of client or legal guardian and date

Notice of Privacy Practices  
January 2, 2006

**This notice describes how clinical information about you may be used and disclosed and how you can get access to this information.**

**PLEASE REVIEW THIS CAREFULLY  
If you have any questions about this notice,  
please contact Jill Leffingwell, LCSW**

The law requires that I give you this notice. More information is available if you ask. I am bound by and follow all state and federal laws regarding provision of psychotherapy/counseling, as well as the National Association of Social Workers' Code of Ethics. When there is a disagreement between state and federal laws, I must follow the most stringent.

**I. Uses and Disclosures for Treatment, Payment, and Health Care Operations**

I may use or disclose your *protected health information*, for *treatment, payment, or health care operations* purposes with your *consent*. Here are some definitions to help define these terms.

**Protected Health Information** refers to information in your health record that could identify you.

**Treatment** means when I speak with other people involved in your or your child's care such as the physician, teacher or another psychotherapist.

**Payment** means billing and collecting payment from you, your insurer or another third party.

**Health Care Operations** are activities relating to the performance and operation of my practice. Examples would include quality assessment and improvement activities, calling you to reschedule an appointment, business-related matters such as audits.

**Use** applies to activities within my office, such as sharing, employing, applying, or utilizing information that identifies you.

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

**II. Uses and Disclosures Requiring Authorization**

I may use or disclose *protected health information* for purposes of treatment, payment and health care operations when your authorization is obtained. An "authorization" is written permission above and beyond the general consent that permits only specific disclosures under specific legally mandated circumstances. In those instances when I am asked for information for purposes of treatment, payment or health care operations, I will obtain an authorization from you before releasing this information.

I will also need to obtain a separate authorization before releasing your psychotherapy notes. "Psychotherapy notes" are notes I have made about our discussions during individual, group, joint, or family counseling sessions, which I keep separate from the rest of your medical record. By law, these notes are given a greater degree of protection than *protected health information*. You may revoke all such authorizations of *protected health information* or *psychotherapy notes* at any time. I may use your authorization as long as it is in effect and will stop using it at the point you choose to revoke it in writing. You may not revoke the authorization if it was obtained as a condition of obtaining insurance reimbursement or coverage, and the law provides the insurer the right to contest the claim under the policy.

### **III. Uses and Disclosures With Neither Consent nor Authorization**

I am required by my professional Code of Ethics and by Oregon State Law to act to maintain your safety and the safety of others. I may use or disclose *protected health information* without your consent or authorization in the following circumstances:

**Child abuse:** If there is a child abuse investigation, I may be compelled to turn over your relevant records.

**Elder and domestic abuse:** If there is an elder abuse or domestic violence investigation, I may be compelled to turn over your relevant records.

**Health Oversight:** The Oregon State Board of Clinical Social Workers may subpoena relevant records from me should I be the subject of a complaint.

**Judicial or Administrative Proceedings:** If you are involved in a court proceeding and a request is made for information about your evaluation, diagnosis and other treatment records thereof, such information is privileged under state law, and I must not release your information without written authorization by or your personal or legally-appointed representative, or court order. This privilege does not apply when you are being evaluated for a third party or when the evaluation is court-ordered. You will be informed in advance if this is the case.

**Serious Threat to Health or Safety:** I may disclose confidential information when I judge that disclosure is necessary to protect against clear and substantial risk of imminent serious harm being inflicted by you on yourself or another person. I must limit disclosure of otherwise confidential information to only those persons and only that content which would be consistent with the standards of the profession in addressing such problems.

**Worker's Compensation:** If you file a worker's compensation claim, this constitutes authorization for me to release your relevant mental health records to involved parties and officials. This would include a past history of complaints or treatment of a condition similar to that complaint.

### **IV. Clients' Rights and Psychotherapist's Duties**

#### **Clients' Rights:**

**Right to Request Restrictions:** You have the right to request restrictions on certain uses and disclosures of *protected health information* about you. Your request must be made in writing. However, I am not required to agree with a restriction made in the request.

**Right to Receive Confidential Communications by Alternative Means and at Alternative Locations:** You have the right to request and receive confidential communications of *protected health information* by alternative means and at alternative locations. For example, you may not want a family member to know you are in psychotherapy. Upon your request I will send your bills to another address.

**Right to Inspect and Copy:** You have the right to inspect and/or obtain a copy of *protected health information* in my mental health and billing records used to make decisions about you for as long as the *protected health information* is maintained in the record. I may deny your access to *protected health information* under certain circumstances, but in some cases, you may have this decision reviewed. At your request, I will discuss with you the details of the request and denial process.

**Right to Amend:** You have the right to request an amendment of *protected health information* for as long as the *protected health information* is maintained in the record. Your request may be denied under certain circumstances.

**Right to Accounting:** You generally have the right to receive an accounting of disclosures of *protected health information* for which you have neither provided consent nor authorization, (as described in Section III of this Notice). On your request, I will discuss with you the details of the accounting process.

**Right to a Paper Copy:** You have the right to obtain a paper copy of this notice from me upon request.

**Psychotherapist's Duties:**

I am required by law to maintain the privacy of *protected health information* and to provide you with notice of my legal duties and privacy practices with respect to *protected health information*. I reserve the right to change the privacy practices described in this Notice. Unless I notify you of such changes, I am required to abide by the terms currently in effect. If I revise my policies and procedures I will advise in writing during a session or by mail.

**Complaints:**

I am committed to preserving and protecting the privacy of your health information. If you are concerned about your privacy rights, or if you have any questions, concerns, or complaints regarding the decisions made about access to your records, please let me know.

You may also send a written complaint to the Secretary of the U.S. Department of Health and Human Services or the Oregon State Board of Clinical Social Workers. I can provide you with the appropriate address upon request. You will not be penalized for filing a complaint. Other disclosures may be required by HIPPA law. It is my policy not to disclose any other information without your authorization. However, once information leaves my practice, I cannot control its flow.

Effective Date, Restrictions and Changes to Privacy Policy  
This notice will go into effect January 2, 2006.

I reserve the right to change the terms of this notice and to make the new notice provisions effective for all *protected health information* that are maintained. Any revised notice will be in writing and shared with you during our session or by mail.