



Donna Santagati, Psy.D., LLC
Licensed Clinical Psychologist

Therapy is a relationship that works in part because of clearly defined rights and responsibilities held by both the client and the therapist. This helps to create safety and support to become empowered to change. As a client in psychotherapy, you have rights that are important for you to know about. There are also limitations to those rights of which you should be aware of. The therapist also has corresponding responsibilities to the client.

My Responsibilities to You as Your Therapist

I. Confidentiality

With the exception of certain limitations described below, you have the right to confidentiality in your therapy. I cannot and will not tell anyone else what you have told me, or that you are in therapy with me without your prior written permission. Under the provisions of the Health Care Information Act of 1992, I may legally speak to another health care provider or a member of your family about you without your prior consent; only in the event of an emergency. I will always act to protect your privacy even if you authorize me to share information about you. You may direct me to share information with whomever you chose, you can change your mind and revoke that permission at any time.

You are also protected under the provisions of the Federal Health Insurance Portability and Accountability Act (HIPAA). This law insures the confidentiality of all electronic transmission of information about you. Whenever I transmit information about you electronically (for example, sending bills or faxing information), it will be done with special safeguards to insure confidentiality.

If you elect to communicate with me by email, text or videoconference at some point in our work together, please be aware that those are not completely confidential. All correspondences may be recorded in your electronic and paper medical record. While under normal circumstances no one looks at these, they are, in theory, available to be read by system administrator of the internet service and if applicable, your insurance carrier.

The following are legal exceptions to your right to confidentiality. I will inform you any time when I think I will have to put these into effect.

1. If I have good reason to believe that you will harm another person, I must attempt to inform that person and warn them of your intentions. I must also contact the police and ask them to protect your intended victim. I may also call your emergency contact.

2. If I have good reason to believe that you are abusing or neglecting a child or vulnerable adult, or if you give me information about someone else who is doing this, I must inform Child Protective Services within 48 hours and Adult Protective Services immediately. If you are between the ages of 16-18 and you tell me that you are having sex with someone more than five years older than you, or sex with a teacher or a coach, I must also report this to CPS (even though at age 16 you have the right to consent to sex with someone no more than five years older than you). I would inform you before I took such action.

3. If I believe that you are in imminent danger of harming yourself, I may legally break confidentiality and call the police or the county crisis team. I am not obligated to do this, and would explore all other options with you before I took this step. If at that point you were still unwilling to take steps to guarantee your safety, I would call the crisis team or 911 Emergency on your behalf.

4. If you inform me of the behavior of another named health or mental health care provider that has either a.) engaged in sexual contact with a patient, including yourself or b.) is impaired from practice in some manner by cognitive, emotional, behavioral, or health problems, then the law requires me to report this to their licensing board. I would inform you before taking this step. *However, if you are my client and a health care provider, your confidentiality remains protected under the law from this kind of reporting.*

The next is not a legal exception to your confidentiality. However, it is a policy you should be aware of if you are in couples therapy with me.

If you and your partner decide to participate in individual sessions as part of the couples therapy, what you say in those individual sessions will be considered to be a part of the couples therapy, and can and probably will be discussed in our joint sessions. Do not tell me anything you wish kept private from your partner. I will remind you of this policy before beginning such individual sessions.

II. Record-keeping

I keep very brief electronic and paper records, noting only that you have been here, what interventions occurred in session, and the topics we discussed. If you prefer that I keep no records, you must give me a written request to this effect for your file and I will only note that you attended therapy in the record. Under the provisions of the Health Care Information Act of 1992, you have the right to a copy of your file at any time. You have the right to request that I correct any errors in your file. You have the right to request that I make a copy of your file available to any other health care provider at your written request; there may be a small copy fee. I maintain your records both electronically and in a secure location that cannot be accessed by anyone else.



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III. Diagnosis

Diagnoses are technical terms that describe the nature of your problems and whether they are deemed short-term or long-term problems. All of the diagnoses come from a book titled the DSM-V. I have a copy in my office and will be glad to let you borrow it if you choose to learn more about your diagnosis.

IV. Other Rights

You have the right to ask questions about anything that happens in therapy. I'm always willing to discuss how and why I've decided to do what I'm doing, and to look at alternatives that might work better. You can feel free to ask me to try something that you think will be helpful. You can ask me about my training and can request that I refer you to someone else if you decide I'm not the right therapist for you. You are free to leave therapy at any time.

V. Managed Mental Health Care

If your therapy is being paid for in full or in part by a managed care firm, there are usually further limitations to your rights as a client imposed by the contract of the managed care firm. These may include their decision to limit the number of sessions available to you, to decide the time period within which you must complete your therapy with me, or to require you to use medication if their reviewing professional deems it appropriate. They may also decide that you must see another therapist in their network rather than me, if I am not on their list. Such firms may also require some sort of detailed reports of your progress in therapy, and on occasion, copies of your case file, on a regular basis. I do not have control over any aspect of their rules. However, I will do all that I can to maximize the benefits you receive by filing necessary forms and gaining required authorizations for treatment, and assist you in advocating with the insurance company as needed.

My Training and Approach to Therapy

I have a Psy.D. in Clinical Psychology earned in 2009 at the Adler School of Professional Psychology. I am a licensed psychologist (9914) in Massachusetts. My areas of special training and expertise include several clinical issues: working with individuals, couples and families who have depression, anxiety, personality disorders, eating disorders, substance abuse, interpersonal difficulties and conflict.

My approach to therapy is influenced by several theoretical backgrounds such as Dialectical Behavior Therapy, Cognitive Behavioral Therapy, Adlerian Psychodynamic Therapy, Family Systems, and Humanistic Therapy. My philosophy of psychotherapy

involves looking at the organization of the personality and the style of life; the balance or avoidance of the major life tasks. This includes thoughtfully conceptualizing biological, medical, social, and cultural forces determining a person's developmental experiences and the problems they are bringing to therapy. It also involves understanding and learning from the therapy relationship as well as from other relationships in your life.

Furthermore, I sometimes use DBT, CBT or MI skills such as emotion regulation and distress tolerance, cognitive restructuring and reframing, and compassionate change to help clients with their problems. If you would like to learn more about my approach, I have resources that I will share with you. I use a variety of techniques in therapy, trying to find what will work best for you. These techniques are likely to include dialogue, interpretation, cognitive reframing, awareness exercises, self-monitoring experiments, visualization, journal-keeping, drawing, and reading books. If I propose a specific technique that may have special risks attached, I will inform you of that, and discuss the risks and benefits of what I am suggesting with you. I may suggest that you consult with a physical health care provider regarding somatic treatments that could help your problems; I refer both to traditional and non-traditional (homeopathic and eastern medicine) practitioners, and will be glad to discuss with you the pros and cons of various alternatives. I may suggest that you get involved in a therapy or support group as part of your work with me. If another health care person is working with you, I will need a release of information from you so that I can communicate freely with that person about your care. You have the right to refuse anything that I suggest. I do not have social or sexual relationships with clients or former clients because that would not only be unethical and illegal, it would be an abuse of the power I have as a therapist.

Therapy also has potential emotional risks. Approaching feelings or thoughts that you have tried not to think about for a long time may be painful. Making changes in your beliefs or behaviors can be scary, and sometimes disruptive to your current relationships. You may find your relationship with me to be a source of strong feelings, some of them painful at times. It is important that you consider carefully whether these risks are worth the benefits to you of changing. Most people who take these risks find that therapy is beneficial.

Normally, you will be the one who decides therapy will end, with three exceptions; 1) If we have contracted for a specific short-term piece of work, we will finish therapy at the end of that contract. 2) If I am not able to help you because my training and/or skills are in my judgment not appropriate for your problem, I will inform you of this fact and refer you to another therapist who will meet your needs. 3) If you commit violence toward, verbally or physically threaten, or harass myself (the office, my staff, my family/friends) I reserve the right to terminate you unilaterally and immediately from treatment. If I terminate you from therapy, I will offer you referrals to other sources of care, but cannot guarantee that they will accept you or your insurance for therapy.

I am away from the office several times in the year for vacations or to attend professional



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conferences. If I am not taking and responding to phone/text/email messages during those times I will have someone covering my practice. I will tell you well in advance of any anticipated lengthy absences, and give you the name and phone number of the covering therapist. I am available for brief between-session phone calls (<15 minutes) during normal business hours 9am-5pm. If you are experiencing an emergency when I am out of town or outside of my regular office hours (including weekends), please call 911, head to the nearest hospital emergency room, or call Mental Health Crisis Line: (877) 870-4673.

Your Responsibilities as a Therapy Client

You are responsible for attending your scheduled session on time and at the time we have scheduled. **Sessions are 45 minutes, leaving the remaining 5mins for scheduling and payment.** You will notice different fees based on the coding of a particular session (i.e. initial assessment and sixty minute sessions are \$275, ongoing therapy sessions are \$250, half sessions are \$200). If you are late, we will end on time and not run over into the next person's session. If you miss, reschedule, or cancel a session, please note the following payment schedule below will appear on your next invoice:

Fee Schedule

- There is no charge for session rescheduled more than +48hrs in advance of session time.
- There is a \$50 fee for session cancelled or rescheduled 48-24hrs from session time.
- There will be a \$100 fee for sessions cancelled or rescheduled with less than -24hrs notice.
- There will be a full session fee of \$200 for all no-show sessions, as insurance can not be billed for any portion.

The emails, texts and voicemails all have a time and date stamp which will keep track of the time that you cancelled. The only exception to this cancellation fee schedule is; 1) State of emergency weather crisis, when roads have been shut down for safety. 2) If you or a dependent has fallen ill with cold/flu. 3) If you have been hospitalized for a medical or mental health crisis. If you no-show for two sessions in a row and do not respond to my attempts to reschedule, I will assume that you have dropped out of therapy and will make the space available to another individual. If I do not see you in person for a period greater than 3 months, I will close your case.

You are responsible for paying for services at the time you receive the invoice, unless we have made other firm arrangements in advance. **My fee for the initial assessment is \$275/per session, ongoing therapy sessions are \$250.00/per session and for a court appearance is \$300.00/per hour.** There will be additional fees applied for team

meetings and consultations. If we decide to meet for a longer session, I will bill you prorated on the hourly fee. Emergency phone calls of less than 15 minutes are normally free. However, if we spend more than 15 minutes in a week on the phone, if you leave more than 10 minutes worth of phone messages in a week, or if I spend more than 15 minutes reading and responding to emails from you during a given week, I will bill you on a prorated basis for that time. My fees may change annually based on insurance rates and economic inflations. If a fee raise is approaching, I will remind you of this well in advance.

I am an Out-Of-Network provider, only able to accept PPO's and some POS's. I can not get reimbursements for HMO or any other managed care plans. You are responsible for checking your benefits with your insurance carrier. If you have out-of-network insurance, you are responsible for providing me with the information needed to file claims. You must pay me your deductible at the beginning of each calendar year if it applies and any co-payment listed on your invoice. You must arrange for any pre-authorizations necessary. I will send electronic claims directly to your insurance company on your behalf once per month. You must provide me with your complete insurance identification information, as listed on your new client demographic sheet. If a reimbursement check is mailed to you, please deposit and know you are responsible for paying my office the exact amount shown on your monthly invoice. If the insurance overpays me, I will credit it to your account or refund it to you if you would prefer that. I am presently contracted with only BCBS Indemnity and can only accept PPO's.

I am currently billing electronically at the end of every month and payment is expected by the 10th of every month. I cannot accept barter for therapy. Payment options are outlined on the invoice and include means for paying cash, check, debit or credit cards. **Please note that credit cards fees may apply.** You can also find Insurance Reimbursement forms on my website and seek reimbursements from your secondary insurance carrier on your own. Any overdue invoices will be charged 3% per month interest. If you eventually refuse to pay your debt, I reserve the right charge the credit/debit card you listed on file.

Complaints

If you're unhappy with your therapy treatment in any way, I hope you'll talk with me so that I can respond to your concerns. I will take such criticism seriously, and with care and respect. If you believe that I've been unwilling to listen and respond, or that I have behaved unethically, you can complain about my behavior to the Massachusetts Licensing Board. You are also free to discuss your complaints about me with anyone you wish, and do not have any responsibility to maintain confidentiality about what I do that you don't like, since you are the person who has the right to decide what you want kept confidential.



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I have read, understand, and agree to the above stated.

Name: _____

Signature: _____

Date: _____

Witness: _____