

Patient Agreement and Notice of Privacy Practices

This Agreement contains important information about the professional services and business policies of The Leggett Group, LLC. It also contains summary information about the Health Insurance Portability and Accountability Act (HIPAA), a federal law that provides privacy protections 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 we provide you with a Notice of Privacy Practices for use and disclosure of Protected Health Information (PHI). The law requires that we obtain your signature acknowledging that we have provided you with this information. It is very important that you read this documents carefully, and discuss any questions you have about the procedures with your therapist now or at any time in your treatment.

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 unless I have already taken action or if there are obligations imposed on us 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.

PSYCHOTHERAPY SERVICES The process of psychotherapy is difficult to describe in general terms. The methods, length and frequency might vary depending on the problems you want therapy to address and the particular problems you are experiencing. 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 talked about in your therapy session, both during the sessions themselves and at home.

Psychotherapy can have benefits and risks. Since therapy often involves discussing unpleasant aspects of your life, you may experience uncomfortable or difficult feelings. You might also discover that resolving some of these problems and feelings requires time. Psychotherapy has also been shown to have many benefits. 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.

The first few psychotherapy sessions will involve an evaluation of your needs and a chance for you and your therapist to determine what the treatment might look like. It is always important for you and your therapist to develop a comfortable and trusting relationship together. You should evaluate this and talk about it with your therapist. In the event that you find it necessary, your therapist will be glad to offer you another referral. It is important to remember that therapy involves a large commitment of time, money, and energy.

MEETINGS The frequency of your sessions depends on the agreement made between you and your therapist. Sessions last 45-50 minutes. Once an appointment hour is scheduled, you will be expected to pay the full fee of the session that was scheduled (\$65 for UBH enrollees) unless you provide **48 hours** advance notice of cancellation. It is important to note that insurance companies **do not** provide reimbursement for cancelled sessions.

PROFESSIONAL FEES The fees for therapy at The Leggett Group, LLC are as follows: for individual therapy \$150 for the initial evaluation, \$125 for the follow-up sessions; for couples/families \$150 for the initial evaluation, \$135 for the follow-up sessions; and \$40 for a standard 60-90 minute group meeting. These are the amounts that your insurance will be charged and the amount you will be charged in case of a short notice cancellation or no show. [Exception: United Behavioral Health patients will be charged only \$65.00 for a late cancellation fee.] In the event of a returned or "bad" check, you will be charged a \$25 processing fee.

If the work you and your therapist do requires professional out-of-session time of your therapist that exceeds normal occasional phone calls or correspondence and that are requested by you, a fee for such time and services will need to be negotiated by you and your therapist.

CONTACTING US Work in psychotherapy is generally limited to time in session with your therapist. On the occasion that you need to speak with your therapist between sessions, you may call The Leggett Group at 857.273.2123. It will usually be shorter, but response time could take up to 24 hours. If you have an emergency that cannot wait for a call back, you should call 911 or go to the nearest hospital emergency room and ask to see a psychiatrist.

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LIMITS ON CONFIDENTIALITY The law protects the privacy of all communications between a patient and a therapist. In most situations, a clinician 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 the use and disclosure of PHI for the purposes of treatment, payment, and health care operations and for those activities, as follows:

Your therapist may occasionally find it helpful to consult other health and mental health professionals about a case. During these consultations, every effort will be made to avoid revealing your identity. The other therapists consulted are also legally bound to keep the information confidential. Your therapist might choose not to tell you about these consultations unless she feels that it is important to your work together. All consultations will be recorded in your Clinical Record.

There are some situations where a clinician is permitted or required to disclose information without either consent or Authorization:

1. 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 therapist-patient privilege law. A therapist cannot provide any information without your (or your 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 your therapist to disclose information.
2. If a government agency is requesting the information for health oversight activities, clinicians may be required to provide it for them.
3. If a patient files a complaint or lawsuit against his/her therapist, the therapist may disclose relevant information in order to defend him/herself.
4. If a patient files a worker's compensation claim, we must, upon appropriate request, provide appropriate information, including a copy of the patient's record, to the patient's employer, the insurer or the Department of Worker's Compensation.

There are some situations in which therapists are legally obligated to take action and reveal some information about a patient's treatment in order to protect the patient and/or others from harm. In my experience, these situations do not occur often:

1. If a therapist has reasonable cause to believe that a child under age 18 is suffering physical, sexual or emotional abuse resulting in harm or substantial risk of harm to the child's health or welfare, the law requires that a report be filed with the Department of Children and Families. Once such a report is filed, the clinician may be required to provide additional information.
2. If a therapist has reason to believe that an elderly or handicapped individual is suffering from abuse, the law requires that a report be filed with the Department of Elder Affairs. Once such a report is filed, the therapist may be required to provide additional information.
3. If a patient communicates an immediate threat of serious physical harm to an identifiable victim or if a patient has a history of violence and the apparent intent and ability to carry out the threat, therapists are required to take protective actions. These actions may include that the patient write a safety contract, notifying the potential victim, contacting the police, and/or seeking hospitalization for the patient.
4. If a patient threatens to harm himself/herself, therapists are obligated to request a patient to sign a safety contract, to seek hospitalization for him/her, or to contact family members or others who can help provide protection.

If such situations arise, your therapist will make every effort to fully discuss it with you before taking any action and he/she will limit the 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 you and your therapist discuss any questions or concerns that you may have now or in the future. The laws governing confidentiality can be quite complex, thus in situations where specific advice is required, formal legal advice may be needed.

PROFESSIONAL RECORDS You should be aware that, pursuant to HIPAA, we keep Protected Health Information about you in two sets of professional records.

One set constitutes your Clinical Record. It includes information about your reasons for seeking therapy, a description of the ways in which your problem impacts on your life, your diagnosis, the goals that we set for treatment, your progress towards those goals, your medical and social history, your treatment history, any past treatment records that are received from other providers, reports of any professional consultations, your billing records, and any reports that have been sent to anyone, including reports to your insurance carrier. You may examine and/or receive a copy of your Clinical Record if you request it in writing unless your therapist believes that access to it would endanger you. In those situations, you have a right to a summary and to have your record sent to another mental health provider or your attorney. Because these are professional records, they can be misinterpreted and/or upsetting to untrained readers. For this reason, we recommend that if you request to examine them, you initially review them with your therapist, or have them forwarded to another mental health professional so you can discuss the contents.

In addition to the Clinical Record, your therapist might keep a set of Psychotherapy Notes. These Notes are for the clinician's own use and are designed to assist him/her in providing you with the best treatment. While the contents of Psychotherapy Notes vary from client to client, they can include the contents of therapy conversations, analysis of those conversations, and how they impact on your therapy. They also contain particularly sensitive information that you may reveal to your therapist but is not required to be included in your Clinical Record. These Psychotherapy Notes are kept separate from your Clinical Record.

While insurance companies can request and receive a copy of your Clinical Record, they cannot receive a copy of the Psychotherapy Notes without your signed, written Authorization. Insurance companies cannot require your Authorization as a condition of coverage nor penalize you in any way for your refusal. You may examine and/or receive a copy of the Psychotherapy Notes unless your therapist determines that it would adversely affect your well-being. In that case you have a right to a summary or to have your record sent to another mental health provider or your attorney.

MINORS AND PARENTS Patients under 18 years of age who are not emancipated and their parents should be aware that the law allows parents to examine their child's treatment records, unless the clinician believes this review would be harmful to the patient and his/her treatment.

Because privacy in psychotherapy is often crucial to successful progress, particularly with teenagers, it is sometimes our policy to request an agreement from parents that they consent to give up their access to their child's records. If they agree, during treatment, the therapist will provide them only with general information about the progress of the child's treatment, and his/her attendance at scheduled sessions. Any other communication will require the child's Authorization, unless the therapist feels that the child is in danger or is a danger to someone else, in which case, he/she will notify the parents of the concern. Before giving parents any information, the therapist will discuss the matter with the child, if possible, and do his/her best to handle any objections the client might have.

BILLING AND PAYMENTS You will be expected to pay for each session at the time it is held: full fee, deductible or co-pay. Payment schedules for other professional services will be agreed to when they are requested.

INSURANCE REIMBURSEMENT In order for you and your therapist 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. Your therapist will fill out forms and provide you with assistance to help you receive the benefits to which you are entitled. It is important for you to know, however, that ultimately it is you, and not your insurance company, who are responsible for full payment of the fees.

We request that you take primary responsibility for finding 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. If you have questions about the coverage, call your plan administrator or your insurance company directly to determine your exact benefits. Of course, your therapist will provide you with whatever information she can based on her experience and will be happy to help you in understanding the information you receive from your insurance company. If it is necessary to clear confusion, we will be willing to call the company on your behalf.

You should also be aware that your contract with your health insurance company requires us to provide it with information relevant to the therapy you receive. Your therapist will be required to provide a clinical diagnosis. Sometimes he/she will be required to provide additional clinical information such as treatment plans or summaries, or copies of your entire clinical record. In such situations, your therapist will release only the minimum information about you that is necessary for the purpose requested. This information will become part of the insurance company files and will probably be stored in a computer. Though all insurance companies claim to keep such information confidential, we have no control over what they do with it once it is in their hands. In some cases, they may share the information with a national medical information databank. If you request it, you can be provided with a copy of any report your therapist submits. By signing this Agreement, you agree that your therapist can provide requested information to your insurance company.

Once we have all of the information about your insurance coverage, you and your therapist might want to discuss what you can expect to accomplish with the insurance benefits that are available and what will happen if they run out before you feel ready to end your sessions. It is important to remember that you always have the right to pay for therapy yourself.

It is your responsibility as a therapy client to inform your therapist of any changes or additions to your coverage that are made as soon as you are aware of them. If you do not disclose a secondary policy that would change the terms of your primary insurance benefits, you will be responsible for any charges not collectible by your therapist as a result of this secondary coverage.

QUESTIONS AND CONCERNS Please discuss any questions or concerns you may have about these policies with your therapist.

Your signature below indicates that you have read this agreement and agree to its terms. Your signature also indicates your agreement that you have received a copy of the Notice of Privacy Practices within this document explaining your rights under HIPAA. Your signature also indicates that you have disclosed all insurance plans you are covered by and your agreement to update your therapist on any changes to your coverage as they happen.

Name of Patient (Print)

Signature of Patient

Date

Name of Therapist (Print)

Signature of Therapist

Date

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