

## Patient Agreement and Notice of Privacy Practices

It is our privilege to serve you here at The Leggett Group. We take pride in our practice, and hope you have a positive and wellness-promoting experience here.

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 document 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 we 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 can involve a large commitment of time, money, and energy.

**CLINICAL SESSIONS** The frequency of your sessions depends on the agreement made between you and your therapist and are based on the insurance requirement that your care be medically necessary; this term is defined differently by different insurance companies but refers to our commitment that the care we deliver to you is a necessity, based on the issues you are wanting to work on. Sessions last 45-50 minutes based on the type of service provided.

## CANCELLED OR MISSED SESSIONS

**CANCELATION POLICY** If you need to cancel an appointment that you have made, we require **48 hours advanced notice** (in the case of a weekend day, leave a message with 48 hours notice in our general voicemail at 857-273-2123 and press "0" for the front desk, the time you left the message will be noted).

Insurance reimbursements for behavioral health services are at historic lows in our Commonwealth, and access to care for people has been further limited by behavioral health departments and agencies closing over the past few years. We take a strong advocacy stance about this in Boston, and believe it is far too challenging for people to access mental healthcare than it should be; our Director routinely testifies at the State House and with politicians and civic leaders to try to make this better. However, as a primarily insurance-based practice, we must ask for your help in keeping our doors open by paying particular attention to our cancellation policy, which essentially asks you to be very

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mindful of the time you reserve with your therapist. If you cannot keep a time you have reserved, we require 48 hours notice for that cancellation. If you do cancel your appointment later than that, the following occurs:

- If you are using a Commercial Insurance plan, you will incur a late-cancellation or no-show fee of \$80.
- If you are using a Medicaid-based Insurance plan, we cannot charge you a fee, but will likely need to refer you elsewhere after two no-show or late-cancelled appointments.

**ILLNESS:** In the case that you are too sick to go to work, please call us as soon as you know you will need to cancel for illness. We will not charge you a fee, and will help you to reschedule the appointment as soon as possible.

**PLEASE BE ON TIME.** We ask clients to be respectful of the time your clinician reserved for you by being on time for your appointment. **In the case that you arrive very late (15 minutes or more) for your appointment, we will have to consider this a no-show or late cancelled appointment,** as it is fraudulent for us to bill insurance for a session that is not substantially completed.

### **POSSIBLE ADDITIONAL FEES**

In the event of a returned or unpaid check, you will be charged the fee equivalent to what the bank charges us.

If the work you and your therapist do requires professional out-of-session time of your therapist that exceeds normal rare 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. In the case of report writing, the fee charged will be based on a \$125.00 per hour rate.

**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. If you incur a cancellation or late fee for a missed appointment, this must be paid promptly, and *at least* prior to your next scheduled appointment.

### **A NOTE ABOUT USING YOUR INSURANCE**

As a client, it is your responsibility to report to us any and all insurance coverage that you have, even and especially any secondary coverage you or a partner might possess. We will bill for every session you authorize us to in a timely fashion, and will always advocate for your benefits to the full extent of our ability.

We live in a time of tremendous change in healthcare systems. These times seem to be producing benefit and eligibility changes that are complex and rapid, often happening during your benefit year. Provider groups such as ours have limited access to seeing these changes your employer or plan may make to your health plan; **therefore, we must remind you of your responsibility to stay informed and to keep us informed of any changes made to your plan as soon as you know them.** And, we remind you that any balance resulting from sessions denied by your insurance company is your financial responsibility.

We **highly** recommend that you familiarize yourself with your specific insurance plan coverage prior to beginning therapy, as this will help you to understand what your plan will cover, and what it will not. You can usually find your plan's contact information on your insurance card.

Some additional assumptions of using insurance:

- Therapy is a medical service that requires a diagnosis, a procedure code, and a treatment plan to be reported to insurance for billing purposes. In some cases, we are required to provide more detailed information to your insurance company in order to request additional sessions, sometimes including a treatment summary or copy 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.

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- It is possible, but not likely, that we will disagree with your insurance company about how much therapy you should receive. In this case, we will be strong advocates for your care, and will work with you to manage this situation. If your benefit has been exhausted, or your care no longer meets Medical Necessity standards, you are welcome to make the decision to continue care at our Fee-For-Service Rates.

**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 or your clinician's direct line. Response time to our general mailbox could take up to 24 hours; if you leave a voicemail on your individual clinician's line, they will answer it when they are next in the office. 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.

**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.

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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.

**QUESTIONS AND CONCERNS** Please discuss any questions or concerns you may have about these policies with your therapist. If you have any further questions, comments, compliments or grievances, please contact our Director, Jen Erbe Leggett, LICSW, at 857.273.2125, and she will make every effort to resolve the issues presented.

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)

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Signature of Patient

\_\_\_\_\_ Date \_\_\_\_\_

Name of Legal Guardian [if patient is under 18] (Print)

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Signature of Legal Guardian

\_\_\_\_\_ Date \_\_\_\_\_

Name of Therapist (Print)

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Signature of Therapist

\_\_\_\_\_ Date \_\_\_\_\_

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