

**The Leggett Group**  
**Psychopharmacology Services Agreement & Consent to Treatment**  
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Welcome to psychopharmacology services at The Leggett Group. This document contains important information about our professional services and business policies. 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); this agreement serves as that document. 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 provider now or at any time in your treatment. When you sign this agreement, it represents a treatment agreement between you and your provider.

### **Evaluation**

The initial evaluation will be about an hour long. Please be prepared to supply information regarding – your health history, current medications (both prescription and over the counter), contact information for current medical providers, and past experiences with psychiatric treatment. It is particularly important to bring in a list of any **psychotropic medication** you have taken in the **past**. Please be aware that this is a consultation meeting and may not result in an actual prescription of medication. Treatment recommendations are made with much thought and consideration of your specific circumstances, and this process may take place over a number of meetings.

### **Follow-up Appointments**

The frequency of follow-up visits will be determined by clinical assessment. You will be seen more often when you start treatment, and then less often (e.g. once every 6 to 12 weeks) as your treatment progresses. In most cases, the interval between visits will not exceed three months. Follow-up visits usually are from 15 to 30 minutes in length. Since they are relatively short, being on time is vital. If you are late, it is possible that you may not be seen due to time constraints.

### **Cancellation Policy**

The Leggett Group has a cancellation fee of **\$100** for any medication appointment that a client does not attend, cancels with less than **48 hours notice**, or comes to so late that an actual meeting is not feasible. It is important to attend all scheduled visits. Frequently missing appointments (or cancelling them at the last minute) may result in termination of your treatment at The Leggett Group.

### **How to Participate in Your Care**

Please remember to keep your prescribing clinician up to date regarding any change in your physical health or the medications that you take. All clients who receive medication at The Leggett Group should have an identified primary care physician, who performs an annual physical exam. Some psychotropic medication may require that regular lab tests be done. In order for these medications to be safely prescribed, your prescribing clinician will ask you to get your blood drawn. In general, your prescribing clinician will need to work collaboratively with your other medical providers. Therefore, all clients are asked to sign a “release of information” allowing such communication to occur. Similarly, we encourage you to consider including family members or other close loved ones in your treatment here.

Please do not make any changes in your medication without discussing them first with your provider. Abruptly stopping your medication or changing the dose can be dangerous and have serious consequences.

### **Contacting Your Provider**

For routine administrative matters, such as scheduling an appointment, cancelling an existing appointment, requesting a copy of your medical record, obtaining prescription refills, or communicating any pharmacy related matter (including need for a prior authorization), please call the **front desk**. If questions or concerns regarding your treatment or medication arise for you in between regularly scheduled appointments, you will be connected to your provider directly. However, please be advised that in most cases your provider is going to want to see you for a face to face meeting to discuss these concerns. In this case, you can contact the front desk and request that an appointment be scheduled for you as soon as possible. Our office hours are Monday through Friday 8 AM to 5 PM. This is done in order to ensure patient safety and to adhere to the highest standard of care. Decisions regarding treatment or changes to medication are **never** made over the phone.

### **Pharmacy & Prescription Related Matters**

In most cases, prescription renewals will only be authorized during appointments. Your prescribing clinician will ensure that you have enough medication until your next office visit. In the rare circumstance that a prescription is refilled outside of an appointment, there will be a \$35 re-fill charge associated with the work involved in processing this request. It may take up to **two business** days to fulfill this request.

Please do not have your pharmacy contact The Leggett Group. It is our policy that any requests from pharmacies will not be responded to. This is to prevent any medical errors from occurring, such as the renewal of an old medication or dosage. It is the responsibility of the client to contact the office directly when there is an issue with any prescription, including the need for a prior authorization. Messages should include your telephone number and date of birth, as well as the name, dosage, and frequency of your medication, and the address and phone number for your pharmacy.

Obtaining a “prior authorization” from your insurance company will need to be done for certain medications. This usually takes several days. Accordingly, please remind us in advance if an existing authorization for one of your prescriptions is about to expire or if you change insurance companies.

### **Current Use of Alcohol & Other Recreational Substances**

Even low risk use of alcohol, marijuana, or other recreational drugs is important to share with your provider. Accurate information about the frequency and amount of one’s use of substances is essential in order to determine the best possible medication to prescribe and to avoid potentially dangerous interactions. If drug or alcohol abuse is a problem for you, it may not be appropriate or safe for you to take psychotropic medication at this time. However, psychiatric consultation can still provide psychopharmacological recommendations for once substance abuse treatment is established.

### **Limits on Confidentiality**

The law protects the privacy of all communications between a patient and a provider. 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 provider 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 providers consulted are also legally bound to keep the information confidential. Your provider 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 provider-patient privilege law. A provider 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 provider 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 provider, the provider 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 providers 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 our experience, these situations do not occur often:

1. If a provider has reasonable cause to believe that a child under age 18 is suffering physical, sexual or emotional abuse or neglect 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 provider has reason to believe that an elderly or handicapped individual is suffering from abuse or neglect, the law requires that a report be filed with the Department of Elder Affairs. Once such a report is filed, the provider 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, providers 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, providers 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 provider 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 provider 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 a Clinical Record.

Your Clinical Record includes information about your reasons for seeking treatment, 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 provider 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 provider, or have them forwarded to another mental health professional so you can discuss the contents.

In their effort to ensure your care is considered “medically necessary,” insurance companies can request and receive a copy of your Clinical Record, or a summary of your treatment plan and progress. If you are concerned about the content of your Clinical Record, please discuss this with your provider.

## Emergencies & Urgent Matters

Please be advised that we do not provide any emergency services. If you are having a medical or life-threatening emergency, **please call 911 or go to your nearest emergency room immediately.**

If you must speak with your provider urgently, please call the office and leave a message for him or her. If it is outside of regular office hours, you may ask the answering service to try to reach your provider. Please only contact the answering service for urgent matters that **cannot** wait until the next business day.

## Termination

If you decide to terminate treatment at The Leggett Group, we will be happy to provide you with referrals, as well as **30 days of prescription coverage.** **For your safety, we cannot provide medication beyond the 30 days following termination, as we are no longer your treating provider.**

Client Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Client Name (print): \_\_\_\_\_ Date: \_\_\_\_\_

Provider Signature: \_\_\_\_\_ Date: \_\_\_\_\_