

Disclosure Statement

Marc Pascuzzo, PsyD

BA, Psychology, University of Central Florida, Orlando, CO, 2005

MS, Clinical Psychology, Nova Southeastern University, Ft. Lauderdale, FL, 2010

PsyD, Doctor of Psychology, Nova Southeastern University, Ft. Lauderdale, FL 2013

Psychologist, Colorado License # PSY.0004756

12.43.214(1) CRS: The practice of both licensed and registered persons in the field of psychotherapy is regulated by the Mental Health Licensing Section of the Division of Registrations. The Board of Psychologist Examiners can be reached at 1560 Broadway, Suite 1350, Denver, Colorado 80202, (303) 894-7800.

As to the regulatory requirements applicable to mental health professionals: A Licensed Psychologist must hold a doctorate degree in psychology and have one year of post-doctoral supervision.

You are entitled to receive information about the methods of therapy, the techniques used, the duration of therapy (if it can be determined), and the fee structure. You may seek a second opinion from another therapist or may terminate treatment at any time. In a professional relationship, sexual intimacy is never appropriate and should be reported to the board that licenses, registers, or certifies the licensee, registrant or certificate holder.

Generally speaking, information provided by and to the client during therapy is legally *confidential* and cannot be released without the client's consent. There are exceptions to this confidentiality, some of which are listed in the Colorado Revised Statutes (C.R.S. 12-43-218), in the Notice of Privacy Practices/HIPAA you were provided, as well as other exceptions in the Colorado and Federal law. For example, mental health professionals are required to report child abuse to authorities. If a legal exception arises during therapy, if feasible, you will be informed accordingly.

If you have any questions or would like additional information at any time, please feel free to ask.

Informed Consent

- **General**

- My undergraduate and graduate degrees are in psychology. I am licensed in the state of Colorado as a Psychologist. I am trained in methods of psychotherapy, sometimes called talk-therapy or counseling. I do *not* prescribe medications. If you believe that you need medication for psychiatric reasons (such as anxiety or depression), I can refer you to a psychiatrist. Frequently people see a psychiatrist for medication management and a psychotherapist for therapy. However, if you would rather see one professional for your treatment, some psychiatrists are available to provide both medication and therapy.

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- **Therapeutic Orientation**

- Multimodal Therapy most accurately describes my practice by:

- Incorporating a holistic approach to assessment and treatment planning.
 - Biological, psychological, and social factors
- Using the framework that people's unique interpretation of events is what influences their behaviors,
- Placing importance on gathering information to assess the client needs for a proper treatment,
- Using a strength-based approach.
- Customizing treatment plans to serve client needs.

- Risks with this therapy (and other types of therapy) are:

- Heightened awareness of symptoms
- Changes in life
- Possible stress experienced in yourself
- Possible stress to friends/family as your personal changes might affect others

- Your improvement on therapeutic issues (identified by both you and the therapist) is not always steady. Certain types of therapy are indicated for certain types of diagnoses. Multimodal therapy allows me to incorporate a variety of interventions into your treatment. Should you wish to understand types of treatment, I encourage this discussion. Improvement depends on a number of factors:

- Your commitment to treatment (in and outside of sessions)
- Your personal readiness to investigate your life
- Your readiness to possibly change your behaviors and/or thinking patterns.

Symptoms might increase and decrease as you work through different aspects of your life. At times negative symptoms are a sign of change, and though they might feel unpleasant, I encourage you not to feel discouraged by the process, but to discuss symptoms in therapy so that we may learn from them.

- Therapy should not continue if benefits are not foreseeable. If you feel that therapy is not working, or that you have accomplished all that you can for the time, please discuss this with me.
- Depending on the services requested, some assessments might be beneficial, and I will discuss this on a case-by-case basis.

- **Payment**

- Intake appointments last up to 60 minutes and are billed at \$180. Ongoing appointments are 45 minutes and are billed at \$135. Time at court is charged at \$250.00 per hour plus travel time.
- Payment is required at every session. If you plan to use insurance you will be responsible for the co-payor co-insurance at the time of every session.
- **A fee of \$40 will be billed for missed sessions or sessions cancelled within 24 hours.** Appointments that you schedule are reserved for you. AT LEAST 24 hours notice is required if you cannot/do not attend your appointment. In the case that you cannot make the appointment, insurance will *not* be billed and you will be responsible for the fee.

- **Alternative Treatments**

- There are many types of treatment (aside from therapy) that may be helpful to you. I encourage you to explore and utilize options that you might find helpful such as:
 - Support groups
 - Spiritual/Religious based methods of treatment
 - Medications
- Sometimes alternative treatments are better used in conjunction with therapy rather than in replacement of therapy.
- There might be risks and/or benefits associated with alternative treatments. This should be discussed with those providing the treatment. We may also discuss this in your therapy sessions.

- **Confidentiality**

- Information provided by a client during therapy with psychotherapist is legally *confidential*, and with the exceptions listed in Colorado Statute C.R.S. 12-43-218 (see below), the therapist cannot disclose the information without the client's consent.

Exceptions to the duty of confidentiality are listed in the Colorado statutes (C.R.S. 12-43-218) and include the following:

- civil lawsuits, board investigations, or professional review committee investigations
 - criminal or delinquency proceedings
 - serious danger to self or others
 - instances of child or elder abuse
 - as otherwise required under the law
- Information disclosed between a client and psychotherapist is *privileged* communication and cannot be disclosed in any court of competent jurisdiction in the State of Colorado without the consent of the person to whom the testimony sought relates.

Exceptions to privileged communication under Colorado law include the following:

- Criminal proceedings in which mental health is an issue (C.R.S. 16-8-103.6)
- Instances of child abuse (C.R.S. 19-3-311)
- As otherwise required under the law

In the event that disclosure is required, I will consult with other professionals and limit the release only to what is necessary under the law.

- Records, such as the signed disclosure statement and session progress notes are securely stored, and shall be maintained for a minimum of 7 years.
- If you see me in public, please feel free to say hello. However, I might not acknowledge you initially in an effort to protect your confidentiality.
- Email is not necessarily a confidential method of communication and any personal, sensitive or private information is best communicated in person or by phone.

- **Appointments**

- Sessions run from the time scheduled and are by appointment only.
- In an emergency, please proceed to a hospital emergency room or call 911.
- If your call cannot be taken personally please allow 24 hours (Monday-Thursday) for a returned call. Calls left on Fridays, weekends, and national holidays will be returned the following business day.
- If you are currently attending therapy with me, I will communicate my plans for any extended time away from work.

- **Emergency Disposition of Records**

- Psychologist has appointed Colorado Licensed Physician, Lisa Gieseke, as professional executor to maintain private health information (records) in the event that Marc Pascuzzo is unable to do so. Client consents to Lisa Gieseke and/or any successor professional executor and any appointees of the professional executor to access and maintain client records as is reasonably necessary under the circumstances.

- **Insurance/Managed Care**

- Please refer to the NOTICE OF PRIVACY PRACTICES/HIPAA form. The section entitled "Payment" gives examples of how medical information might be disclosed if you are using insurance.
- You should also be aware that your insurance company requires you to authorize me to provide them with a clinical diagnosis. Sometimes I have to provide additional clinical information, which will become part of the insurance company files. By signing the Authorization for Clinical Care and Services, you agree that I can provide requested information to your carrier if you plan to pay with insurance.

NOTICE OF PRIVACY PRACTICES/HIPAA

(Health Insurance Portability and Accountability Act)

Effective Date: January 1, 2019

This notice describes how much medical information about you may be used and disclosed and how you can get access to this information. Please review it carefully.

The Providers (i.e. Cornerstone Family Practice – Marc Pascuzzo PsyD) are committed to protecting your medical information. We are required by law to: Maintain the privacy of your medical information; Give you a Notice of our legal duties and privacy practices with respect to your medical information; and Follow the terms of the Notice currently in effect.

- **What is this document?** This Notice of Privacy Practices describes how we may use and disclose your medical information. It also describes your right to access and control your medical information.
- **What does this Notice cover?** This Notice of Privacy Practices applies to all of your medical information used to make decisions about your care that we generate or maintain. Different privacy practices may apply to your medical information that is created or kept by other people or entities.
- **What parts of the Providers are covered by this Notice?** This Notice of Privacy Practices will be followed by all the employees, students, residents, attendings, faculty, and volunteers associated with, and the constituent parts/components of the above listed health care organizations which include: Cornerstone Family Practice, Marc Pascuzzo, PsyD. All of these health care components are referred to in this Notice as the “Providers.” Certain administrative offices are also designated as health care components (e.g. the Office of Legal Counsel).
- **What will you do with my medical information?** The following categories describe the ways that we may use and disclose your medical information with your consent, and by signing the Authorization for Clinical Care and Medical Services that follows this Notice, **you consent to the following uses and disclosures of your medical information.** Not every use or disclosure in a category will be listed. *If you do not consent, we cannot provide you with treatment except in an emergency situation or when we cannot communicate with you for some other reason.* If you are concerned about a possible use or disclosure of any part of your medical information, you may request a restriction.
- **Treatment:** We will *use* your medical information to provide you with medical treatment and services. *Example:* Your medical information may be used by doctors, dentists, pharmacists, nurses, technicians, students, or other Providers who are involved in taking care of you. We may disclose your medical information for the treatment activities of any other health care providers. *Example:* We may send a copy of your medical record to another health care provider who needs to provide follow up care or additional care to you.
- **Payment:** We may *use* medical information about you for our payment activities. Common payment activities include, but are not limited to: Determining eligibility or coverage under a plan; Billing and collection activities. *Example:* Your medical information may be released to an insurance company to obtain payment for services or pre-approval of services. We may disclose medical information about you to another health care provider or covered entity for its payment activities. *Example:* We may give your payment information to a hospital that provides a service to you at the request of the Providers in order for the hospital to bill for its services.
- **Operations:** We may use your medical information for our operations. These uses are necessary to run our healthcare business and to make sure patients receive quality care. Common operation activities include, but are not limited to: Conducting quality assessment and improvement activities; Reviewing the competence of healthcare professionals; Training health care professionals; - Arranging legal or auditing services; Business management and planning; and Communicating with patients about services provided by Cornerstone Family Practice Providers. Examples (1) We may use your medical information to conduct internal audits to verify that billing is being conducted properly. (2) We may use your medical information to contact you for the purposes of conducting patient satisfaction surveys or to announce a new provider or service.
- **Health Oversight Activities:** We may disclose medical information to a health oversight agency for activities authorized by law. These oversight activities include: audits, investigations, inspections, and licensure. These activities are necessary for the government to monitor the health care system, government programs, and compliance with civil rights laws.
- **Lawsuits and Disputes:** If you are involved in a lawsuit or dispute, we may disclose medical information about you in response to a court or administrative order. We may disclose medical information about you in response to a subpoena or discovery request, only if efforts have been made to inform you about the request, or to obtain an order protecting the information requested, unless the provider-patient privilege has been waived.

- **Law Enforcement:** We may release medical information if asked to do so by a law enforcement official: In response to a court order, warrant, summons, or other similar process; To identify or locate a suspect, fugitive, material witness, or missing person; About the victim of a crime, if under certain limited circumstances, we are unable to obtain the person's agreement; About a death we believe may be the result of criminal conduct; About criminal conduct at the clinic; and in emergency circumstances to report a crime; the location of the criminal or victims, or the identity, description or location of the person who committed the crime.
- **Danger to Self or Others:** We may release medical information if we believe, in our subjective opinion, that you are a serious danger to yourself or to others; and/or that you are, have been, or intend to be involved in a situation involving child or elder abuse.
- **Coroners, Medical Examiners, and Funeral Director:** We may release medical information to a coroner or medical examiner. This may be necessary, for example, to identify a deceased person or determine the cause of death. We also may release medical information about patients to funeral directors as necessary to carry out their duties.
- **National Security and Intelligence Activities:** We may release medical information about you to authorized federal officials for intelligence, counter intelligence, and other national security activities authorized by law.
- **Protective Services for the President and Others:** We may disclose medical information about you to authorized federal officials so they may provide protection to the president, other authorized persons, or foreign heads of state or conduct special investigators.
- **Military/Veterans:** We may disclose your medical information as required by military command authorities, if you are a member of the armed forces.
- *What if we want to use and/or disclose my medical information for a purpose not described in this Notice?* We must obtain a separate, specific authorization from you to use and/or disclose your medical information for any purpose not covered by the Notice or the laws that apply to us. In other words, the consent that you already provide will not be enough to use and/or disclose your information for any purpose that is not described in the Notice.
- *What are my rights regarding my medical information?* You have the rights described below in regard to the medical information that we maintain about you. You are required to submit a written request to exercise any of these rights. Forms for exercising these rights will be available to you at any of the locations where the Providers render services.
- *Right to Inspect and Copy:* You have the right to inspect and obtain a copy of medical information used to make decisions about your care. We may charge a reasonable cost-based fee. This right does not apply to a very narrow category of medical information referred to as "psychotherapy notes."
- *Right to Amend:* You have the right to make a written request that we amend your health information. We have the right to deny your request if we believe the information contained in your record to be accurate and complete. If denied, you have the right to file a disagreement statement.
- *Right to Accounting Disclosures:* You have the right to request a list of instances in which your health information has been disclosed for purposes other than treatment, payment or healthcare operations. This accounting does not include disclosures made to you or disclosures pursuant to a signed authorization to release information.
- *Right to Request Restrictions:* You have a right to make a written request a restriction or limitation on the health information used or disclosed about you. For example you may request that information not be disclosed to an insurance carrier, which may result in your being responsible for payment in full for services provided. While we are not obligated to honor your request, we will consider it very seriously.
- *Right to Request Confidential Communications:* You have the right to request that we contact you regarding health matters in a certain manner. For example, you may request that we contact you only on your cell phone, or only at work. I will make every attempt to accommodate reasonable requests.
- *Right to Obtain a Paper Copy of this Notice/Changes in Notice:* You have the right to receive a paper copy of this notice and any amended notice. We reserve the right to change privacy practices provided such changes are permitted by applicable law. Before the effective date of any material change, however, we will make the new notice available to you at my office.
- *Right to Release your Health Information:* You have the right to sign an authorized release requesting that certain health information be released. You may revoke the authorization at any time. Any such release will be effective for disclosures that have not already been completed/authorized.
- *Right to Complain.* If you feel your privacy rights have been violated, you have the right to file a complaint with me, or you may file a complaint with the U.S. Department of Health and Human Services. No retaliation will be made against you if you choose to file a complaint.

Authorization for Clinical Care and Administrative Services

I authorize the release of any medical/other information necessary to process insurance claims.
I authorize payment of medical benefits to Marc Pascuzzo, PsyD at Cornerstone Family Practice.

I agree to attend scheduled appointments **and will pay \$40 in the case that I cannot give at least 24 hours notice of the need to cancel or reschedule.**

After 1 cancellation or reschedule without at least 24 hours notice, any future cancellation or reschedule without at least 24 hours notice may result in termination of current services. The decision to end services will be at the discretion of the provider.

The details of this practice have been presented to me through the:

- Disclosure Statement
- Informed Consent
- Notice of Privacy Practices/HIPAA

I have had the chance to ask questions, and I wish to enter into/continue a professional relationship with Marc Pascuzzo, PsyD. In the case that I feel ready to modify my treatment plan, stop treatment, or want to work with another professional, I will communicate this so that my file may be updated and/or closed.

Print Name

Signature

Date