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### **PSYCHOLOGICAL SERVICES PATIENT AGREEMENT/CONSENT FOR TREATMENT**

Welcome to my practice. This document contains important information about my professional services and business policies.

#### **PSYCHOLOGICAL SERVICES**

There are many different psychological techniques or approaches that I may use to help with the problems or issues that you hope to address. Psychotherapy has been shown to have many benefits. Therapy often leads to better relationships, solutions to specific problems, and significant reductions in feelings of distress. However, psychotherapy can also have risks as well as benefits. Since therapy often involves discussing negative aspects or feelings about one's life, the patient may experience uncomfortable feelings such as sadness, guilt, anger, frustration, loneliness, and helplessness.

Our first few sessions will involve an evaluation of your (or your child's) needs. By the end of the evaluation, I will be able to offer you some initial impressions of what our work together will include and a treatment plan to follow if you decide to continue with therapy. You should evaluate this information along with your own opinions of whether you feel comfortable working with me. Therapy involves a significant commitment of time, money, and mental and emotional energy, so you should be very thoughtful about the therapist you select. If you have questions about my practice procedures, we should discuss them whenever they arise. If your doubts persist, I will be happy to refer you to another mental health professional for a second opinion.

In order for therapy to be effective, it must take place under circumstances in which the participants feel that they can speak freely and openly without fear of judgment or later disclosure. I have an ethical obligation to maintain the confidentiality of my patients' treatment and treatment records including statements made by the persons involved in the treatment and my own observations and impressions.

#### **ADDITIONAL INFORMATION REGARDING PSYCHOLOGICAL SERVICES FOR CHILDREN AND ADOLESCENTS**

It is my policy to provide you with general information about your child's treatment status. I will raise issues that may impact your child either inside or outside the home. If it is necessary to refer your child to another mental health professional with more specialized skills, I will share that information with you. I will use clinical discretion as to what I share with you with regards to what your child has disclosed to me. At the end of your child's treatment, I will provide you with a treatment summary if requested that will describe generally what issues were discussed, what progress was made, and what areas are likely to require intervention in the future.

Therapy is most effective when a trusting relationship exists between the psychologist and the patient. Privacy is especially important in securing and maintaining that trust. One goal of treatment is to promote a stronger and better relationship between children and their parents. However, it is often necessary for children to develop a “zone of privacy” whereby they feel free to discuss personal matters with greater freedom. This is particularly true for adolescents who are naturally developing a greater sense of independence and autonomy.

If your child is an adolescent, it is possible that he/she will reveal sensitive information regarding sexual contact, alcohol and drug use or abuse, or other potentially problematic behaviors. Sometimes these behaviors are within the range of normal adolescent experimentation, but at other times they may require parental intervention. We must carefully and directly discuss your feelings and opinions regarding acceptable behavior. If I determine that your child is at serious risk of harming him/herself or another, I will inform you.

Although my responsibility to your child may require my involvement in conflict between the two parents or other family members, I need your agreement that my involvement will be strictly limited to that which will benefit your child in therapy. This means, among other things, that you will treat anything that is said in session with me as confidential. Neither parent will attempt to gain advantage in any divorce- or post-divorce related legal proceeding from my involvement with the child. In particular, I need your agreement that in any such proceedings, neither of you will ask me to testify in court, request my presence in a deposition, or request a copy of my file, whether in person or by affidavit. You also agree to instruct your attorneys not to subpoena me. Note that such agreement may not prevent a judge from requiring my testimony if the court deems it necessary to resolve disputes involving the child. If I am required to testify, I am ethically bound not to give my opinion about either parent’s custody or visitation suitability. If the court appoints a custody evaluator, guardian ad litem, or parenting coordinator, I will provide information as needed (if appropriate releases are signed and a court order is provided), but I will not make any recommendation about the final decision. This agreement also applies to any evaluation, consultation, and/or assessment that I conduct.

## **MEETINGS**

I normally conduct an evaluation that will last from 2 to 3 sessions. During this time, we can both decide if I am the best person to provide the services you and/or your child needs in order to meet your treatment goals. If psychotherapy is begun, I will usually schedule one 45-minute session for adults per week, or one 45-minute session for a child, although some sessions may be longer or more frequent. Once an appointment hour is scheduled, that time is reserved for you on an ongoing basis. Therefore, you will be financially responsible for the treatment session time unless you provide 24 hours advance notice of cancellation [unless we both agree that you were unable to attend due to circumstances beyond your control]. It is important to note that insurance companies do not provide reimbursement for cancelled sessions. If possible, I will reschedule the appointment within the same week as continuity of treatment is best in order to reach treatment goals.

## **PROFESSIONAL FEES AND BILLING**

Fees are based on the length of session and the type of services provided. Fees are pro-rated in 15 minute segments for telephone conversations lasting longer than 15 minutes, and for additional services that you have agreed to such as consulting with other professionals with your

permission, attending school meetings including travel time, review of records, treatment summaries, report writing, test scoring and interpreting of test data.

You will be expected to pay for each session at the time it is held unless we agree otherwise. Payment schedules for other professional services will be agreed upon they are requested.

If you become involved in legal proceedings that require my participation, you will be expected to pay for all of my professional time, including preparation, transportation costs, and deposition and court time. I charge \$400 per hour for preparation and attendance at any legal proceeding. Furthermore, if I am required to appear as a witness, you (or the parent responsible for my participation if the testimony involves treatment of your child) agrees to reimburse me at the rate of \$400 per hour for time spent traveling, preparing reports, testifying, being in attendance, and any other case-related costs. Since it will be necessary to clear my calendar for the entire day in order to be accommodate the unpredictability of the court's schedule on the day of my testimony, I will require a retainer received not less than 7 days prior to the proceedings for the eight hours that is non-refundable and non-transferable (total \$3200).

If your account has not been paid for more than 60 days and arrangements for payment have not been agreed upon, I have the option of using legal means to secure the payment. This may involve hiring a collection agency or going through small claims court which will require me to disclose otherwise confidential information. In most collection situations, the only information I release regarding a patient's treatment is his/her name, the nature of services provided, and the amount due. If such legal action is necessary, its costs will be included in the claim.

## **INSURANCE REIMBURSEMENT**

In order for us 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. I will fill out forms and provide you with whatever assistance I can in helping you receive the benefits to which you are entitled; however, you (not your insurance company) are responsible for full payment of my fees. I am not a participating provider with any health insurance company nor am I listed on any insurance panel or preferred provider list. I have no contractual arrangements to receive reimbursement from any insurer or to accept any contractually agreed upon fee. Therefore, it is very important that you find out exactly what behavioral health/mental health services your insurance policy covers since this can vary widely from plan to plan.

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. Of course, I will provide you with whatever information I can based on my experience and will be happy to help you in understanding the information you receive from your insurance company.

Insurance benefits and reimbursements have increasingly become more complex. It is sometimes difficult to determine exactly how much mental health coverage is available. "Managed Health Care" plans such as PPOs often require authorization before they provide reimbursement for mental health services. These plans are often limited to short-term treatment approaches designed to work out specific problems that interfere with a person's usual level of functioning. It may be necessary to seek approval for more therapy after a certain number of

sessions. While much can be accomplished in short-term therapy, some patients feel that they need more services after insurance benefits end.

You should also be aware that your contract with your health insurance company requires that I provide the company with information relevant to the services that I provide to you. I am required to provide a clinical diagnosis. Sometimes I am required to provide additional clinical information such as treatment plans or summaries, or copies of your entire Clinical Record. In such situations, I will make every effort to release only the minimum information 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, I 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. I will provide you with a copy of any report I am required to submit to your insurer, if you request it. By signing this Agreement/Consent, you agree that I can provide requested information to your carrier.

Once we have all of the information about your insurance coverage, we will discuss what we can expect to accomplish with the 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 option to pay for my services yourself (out of pocket) if you have no insurance or if you do not wish to disclose your personal information to insurance companies as described above.

### **CONTACTING ME**

Due to my work schedule, I am often not immediately available by telephone. While I am usually in my office between 8:30 AM and 6:00 PM, I am unable to answer the phone when I am with a patient. When I am unavailable, my telephone is answered by voice mail that I monitor as I am able. I will make every effort to return your call on the same day if it is made during office hours. Calls made on weekends and holidays will be returned on the following in-office day. If you are difficult to reach, please inform me of times when you can be reached. If you are unable to reach me and feel that you cannot wait for me to return your call, call 911 EMS or the nearest hospital emergency room and ask for the mental health professional on call. If I will be unavailable for an extended time, I will provide you with the name of a covering licensed psychologist to contact, if necessary.

### **LIMITS ON CONFIDENTIALITY**

The law protects the privacy of all communications between a patient and a psychologist. In most situations, I can only release information about your treatment to others if you sign a written Authorization Form that meets certain legal requirements imposed by HIPAA and state confidentiality laws. There are other situations that require only that you provide written, advance consent. Your signature on this Agreement provides consent for those activities, as follows:

-Disclosures required by health insurers or to collect overdue fees are discussed elsewhere in this Agreement;

-If you are involved in a court proceeding and a Judicial Order and/or a So Ordered Subpoena is promulgated by the court for information concerning your diagnosis and treatment;

There are some situations where I am permitted or required to disclose information without either your consent or Authorization:

-If a patient files a complaint or lawsuit against me, I may disclose relevant information regarding that patient in order to defend myself;

-If a patient files a worker's compensation claim, I must, upon appropriate request, furnish all treatment reports to the patient's employer and to the patient or his/her attorney;

There are some situations in which I am legally obligated to take actions, which I believe are necessary to attempt to protect others from harm and I may have to reveal some information about a patient's treatment:

-If I have reason to suspect or believe that a child under 18 years of age (1) has been abused or neglected, (2) has had non-accidental physical injury, or injury which is at variance with the history given of such injury, inflicted upon such child, or (3) is placed at imminent risk of serious harm, then I must report this suspicion or belief to the appropriate authority, usually the Department of Children and Families.

Once such a report is filed, I may be required to provide additional information:

-If I have reason to believe or suspect that an elderly or disabled or incompetent individual has been abused, I may have to report this to the appropriate authority. Once such a report is filed, I may be required to provide additional information:

-If I believe that a patient presents an imminent risk of personal injury to another identifiable individual, I may be required to take protective actions. These actions may include notifying the potential victim, contacting the police, or seeking hospitalization for the patient. I may also have to take protective action if another's property is endangered;

-If a patient presents an imminent risk of personal injury to him/herself, I may be obligated to seek hospitalization for him/her, or to contact family members or others who can help provide protection;

If such a situation arises, I will make every effort to fully discuss it with you before taking any action and I will limit my 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 we discuss any questions or concerns that you may have now or in the future. The laws governing confidentiality can be quite complex, and I am not an attorney. In situations where specific advice is required, formal legal advice may be needed.

## **PROFESSIONAL RECORDS**

The laws and standards of my profession require that I keep Protected Health Information about you in your Clinical Record. Except in unusual circumstances that involve danger to yourself and others or where information has been confidentially supplied to me by others, you may examine and/or receive a copy of your Clinical Record, if you request it in writing. Because these are professional records, they can be misinterpreted to untrained readers. For this reason, I

recommend that you initially review them in my presence or have them forwarded to another mental health professional so you can discuss the contents. In most situations, I am allowed to charge a copying fee and mailing fee.

### **PATIENT RIGHTS**

HIPAA provides you with rights with regard to your Clinical Record and disclosures of protected health information. These rights include requesting that I amend your record; requesting restrictions on what information from your Clinical Record is disclosed to others; requesting an accounting of most disclosures of protected health information that you have neither consented to nor authorized; determining the location to which protected information disclosures are sent; having any complaints you make about my policies and procedures recorded in your records; and the right to a paper copy of this Agreement. I am happy to discuss any of these rights with you.

### **MINORS RIGHTS & PARENTS**

Patients under 16 years of age who are not emancipated, and their parents should be aware that the law may allow parents to examine their child's treatment records unless I decide that such access is likely to injure the child. Because privacy in psychotherapy is often crucial to successful progress, particularly with teenagers, it is sometimes my 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, I will provide them only with general information about the progress of the child's treatment, and his/her attendance at scheduled sessions, unless I feel that the child is in danger or is a danger to someone else, in which case, I will directly notify the parents of my concern.